

TURNER DHILLON LLP

William M. Turner (State Bar No. 199526)
wturner@turnerdhillon.com
Asha Dhillon (State Bar No. 205461)
adhillon@turnerdhillon.com
Samer N. Aref (State Bar No. 336747)
saref@turnerdhillon.com
707 Wilshire Boulevard, Suite 3250
Los Angeles, California 90017
Telephone: (213) 373-5502
Facsimile: (213) 373-5599

Attorneys for Plaintiff David Madden

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DAVID MADDEN,

Plaintiff,

v.

PATRIOT GROWTH INSURANCE
SECIVICES, LLC, *et al.*,

Defendants.

Case No. 23STCV26753

**DECLARATION OF WILLIAM M.
TURNER IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Judge: Hon. Carolyn B. Kuhl
Department: SSC-12
Date: January 28, 2026
Time: 10:30 a.m.

Complaint filed: October 31, 2023
Trial date: Not set

I, William M. Turner, declare that:

1. I am an attorney duly licensed to practice before all of the Courts of the State of California, and I am a partner of Turner Dhillon LLP, counsel for Plaintiff David Madden. I have personal knowledge of the facts stated herein, and could and would testify competently thereto if sworn as a witness.

2. Patriot produced sufficient data and documents for Madden to evaluate Patriot's representative-PAGA-claim exposure, including data identifying the dates of employment and job titles for each allegedly "aggrieved employee" in the PAGA group, and documents reflecting Patriot's employment policies.

1 3. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement
2 Agreement entered between David Madden and Defendants Patriot Growth Insurance Service,
3 Churchill and Associates, and Neil Churchill.

4 4. I am unaware of any pending, overlapping putative or certified class action, or
5 any pending, overlapping PAGA action.

6 5. The parties went into mediation willing to explore the potential for a settlement
7 of the dispute, but each side was also clearly committed and prepared to litigate its position through
8 trial and appeal if a settlement had not been reached.

9 6. I am experienced in handling complex wage and hour class action litigation. Not
10 only have I been approved as class counsel in numerous class actions (wage-and-hour, consumer, and
11 tort), but the lead attorneys to this case, Asha Dhillon and I, have handled class and representative
12 actions for more than 30 years, collectively. Class counsel has no conflicts of interest which would
13 interfere in any way with their duties as class counsel.

14 7. My evaluation of the settlement was informed by several factors, including:
15 (1) Madden's suitability as the class representative through interviews, background investigations, and
16 analyses of employment records; (3) Madden's standing to assert representative PAGA claims taking
17 into account *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022), *Adolph v. Uber Technologies,*
18 *Inc.*, 14 Cal. 5th 1104 (2023), and the comprehensive reform of PAGA applied to cases filed after June
19 19, 2024; (4) similar wage and hour class actions as to the claims brought, including the nature of the
20 positions and type of employer; (5) Patriot's employment policies and practices; (6) employee wage
21 records; (7) settlements in similar cases, including the amount per settlement class member and the
22 amount per workweek; (8) data shared during mediation; (9) David Phillips, Esq.'s evaluation of the
23 putative class claims, PAGA claims, and the circumstances; (10) participating in extensive, time-
24 consuming and complicated settlement negotiations before resorting to mediation; and (11) the
25 significant non-monetary benefits achieved for the class and PAGA group by virtue of Defendants
26 having represented that, in response to Mr. Madden's class complaint, counsel for Defendants analyzed
27 Defendants' practices, discussed those practices with Defendants, and advised Defendants with respect
28

1 to how to ensure compliance with labor laws as much as is reasonably possible—i.e., Defendants have
2 represented that they performed a PAGA audit and reformed their policies.

3 8. Attached hereto as **Exhibit 2** is NERA’s “Trends in Wage and Hour Settlements:
4 2019 Update,”

5 9. At the time of the mediation, the group of PAGA “aggrieved employees” was
6 constituted by 326 current and former employees of Patriot.

7 10. The evidence supporting Madden’s theory of recovery for Failure to Pay all
8 Wages Due, Including Commissions, which is described in detail in Madden’s FAC at pages 8-9,
9 includes Madden’s own experience, Madden’s observations of other putative class members at the
10 office and in his managerial capacity, Patriot’s payroll records produced in connection with the
11 mediation for a sample size of 40% of the putative class, and internal communications, and Patriot
12 policies.

13 11. Patriot’s payroll records appear to show that employees who made under twice
14 the minimum wage—approximately \$30-\$33 per hour between 2022 and 2024— were classified as
15 exempt and were not paid overtime and regularly failed to pay overtime to employees that were treated
16 as non-exempt, even where wage statements indicated that an employee worked over 80 hours in a pay
17 period. It appears that Patriot also misclassified its commission-earning employees who did not have
18 a fixed salary of more than twice the minimum wage and failed to pay them overtime.

19 12. Among the challenges Madden faces with respect to this putative class claim are
20 the lack of time records supporting his failure to pay all wages due claim and lack of complete records
21 itemizing commissions. Additionally, because Patriot has multiple locations across California,
22 Madden’s personal knowledge and first-hand observations of the alleged Labor Code violations at
23 locations other than his former office is limited. Based on these circumstances and the data provided
24 by Patriot, I estimate that Patriot’s exposure on this putative class claim is in the ballpark of \$2,905,000.

25 13. I believe that the probability that Madden would be able to prevail on his class
26 claim for failure to pay all wages due, including commissions, is 14.4%. This probability is based upon
27 the probability that Madden would: (1) obtain class certification of this putative class claim (probability
28 of 50%); and (2) prevail on this class claim at trial (probability of 60%); and (3) prevail on his

1 representative PAGA claim that overlaps with this class claim at trial (probability of 60%); and (4)
2 successfully collect on a judgment obtained against Patriot (probability of 80%) —50% x 60% x 60%
3 x 80% = 14.4%. Therefore, the expected value of this claim is \$418,320.

4 14. The evidence supporting Madden's theory of recovery for Failure to Pay Wages
5 Due at Termination, which is described in detail in Madden's FAC at pages 9-10, includes Madden's
6 own experience, Madden's observations of other putative class members in his managerial capacity,
7 Patriot's payroll records produced in connection with the mediation for a sample size of 40% of the
8 putative class, and internal communications relevant to its policies and practices.

9 15. Madden asserts that his damages for not having been timely paid all wages due
10 at termination amount to \$19,657.

11 16. I estimate that Patriot's exposure on this claim is in the ballpark of \$172,000.

12 17. Based on these circumstances and the data provided by Patriot, I believe that the
13 probability that Madden would be able to prevail on this claim is 18%. This probability is based upon
14 the probability that Madden would: (1) obtain class certification of this putative class claim (probability
15 of 50%); and (2) prevail on this class claim at trial (probability of 60%); and (3) prevail on his
16 representative PAGA claim that overlaps with this class claim at trial (probability of 60%)—50% x
17 60% x 60% = 18%. Therefore, the expected value of this claim is \$30,960.

18 18. The evidence supporting Madden's theory of recovery for Failure to Reimburse
19 for Necessary Expenditures, which is described in detail in Madden's FAC at pages 10-11, includes
20 Madden's own experience, Madden's observations of other putative class members on his managerial
21 capacity, Patriot's payroll records produced in connection with the mediation for a sample size of 40%
22 of the putative class, internal communications relevant to expense reimbursements, and Patriot's
23 reimbursement policies.

24 19. Among the challenges that Madden faces with respect to this putative class claim
25 is the lack of documentation evidencing business expenses incurred by putative class members that
26 were not submitted for reimbursement. Based on these circumstances and the data provided by Patriot,
27 Madden asserts that his damages for not having been reimbursed for necessary business expenses is
28 approximately \$6,735.

1 20. I estimate that Patriot's exposure on this claim is in the ballpark of \$830,000. I
2 believe that the probability that Madden would be able to prevail on this claim is 14.4%. This
3 probability is based upon the probability that Madden would: (1) obtain class certification of this
4 putative class claim (probability of 50%); and (2) prevail on this class claim at trial (probability of
5 60%); and (3) prevail on his representative PAGA claim that overlaps with this class claim at trial
6 (probability of 60%) and (4) successfully collect on a judgment obtained against Patriot (probability of
7 80%) —50% x 60% x 60% x 80% = 14.4%. Therefore, the expected value of this claim is \$119,520.

8 21. I estimate that Patriot's exposure on Madden's UCL claim, which is described
9 in detail in Madden's FAC at page 11, is in the ballpark of \$765,000. I believe that the probability that
10 Madden would be able to prevail on this claim is 14.4%. This probability is based upon the probability
11 that Madden would: (1) obtain class certification of this putative class claim (probability of 50%); and
12 (2) prevail on this class claim at trial (probability of 60%); and (3) prevail on his representative PAGA
13 claim that overlaps with this class claim at trial (probability of 60%) and (4) successfully collect on a
14 judgment obtained against Patriot (probability of 80%) —50% x 60% x 60% x 80% = 14.4%.
15 Therefore, the expected value of this claim is \$110,160.

16 22. The evidence supporting Madden's theory of recovery for violations of PAGA,
17 which is described in detail in Madden's FAC at pages 11-13, includes Madden's own experience,
18 Madden's observations of other putative class members in his managerial capacity, Patriot's payroll
19 records produced in connection with the mediation for 40% of the putative class, and internal
20 communications relevant to the alleged Labor Code violations.

21 23. I estimate that Patriot's exposure on this claim is in the ballpark of \$1,700,000.
22 I believe that the probability that Madden would be able to prevail on this claim is 5.8%. This
23 probability is based upon the probability that Madden would: (1) obtain class certification of this
24 putative class claim (probability of 50%); and (2) prevail on this class claim at trial (probability of
25 60%); and (3) prevail on his representative PAGA claim that overlaps with this class claim at trial
26 (probability of 60%); and (4) that, particularly in light of PAGA reform, that the Court will not exercise
27 its discretion to reduce the amount of penalties due under PAGA (probability of 40%); and (5)
28

1 successfully collect on a judgment obtained against Patriot (probability of 80%)—50% x 60% x 60%
2 x 40% x 80% = 7.2%. Therefore, the expected value of this claim is \$98,600.

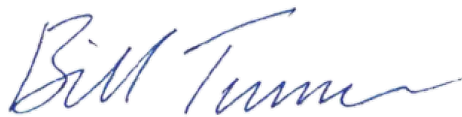
3 24. The putative settlement class includes 412 individuals. The putative class
4 members will be identified from Patriot's records.

5 25. Madden made himself available during the entirety of the mediation and was
6 critical in bringing about the Settlement Agreement.

7 26. Class counsel's efforts included: investigating and preparing Madden's putative
8 class claims and representative PAGA claim; conducting discovery (formal and informal) to obtain
9 information and records from Patriot relevant to Madden's putative class claims and representative
10 PAGA claim; analyzing information and documents to ascertain the potential value of Madden's
11 putative class claims and representative PAGA claim; preparing a mediation brief; participating in
12 mediation and negotiating a settlement; drafting a settlement agreement; and preparing this motion and
13 supporting papers. Class counsel have vigorously litigated this action for the benefit of the class and
14 expended extensive out-of-pocket costs, including a retained expert and a highly effective mediator.

15 27. The parties have agreed to use Simpluris as the settlement administrator for this
16 action. Simpluris provided me with a proposal for total estimated administration costs in the amount
17 of \$8,000.

18 I declare under penalty of perjury under the laws of the state of California that the
19 foregoing is true and correct. Executed on October 23, 2025.

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21 

22 William M. Turner
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EXHIBIT 1

TURNER DHILLON LLP

William M. Turner (State Bar No. 199526)

wturner@turnerdhillon.com

Asha Dhillon (State Bar No. 205461)

adhillion@turnerdhillon.com

Samer N. Aref (State Bar No. 336747)

saref@turnerdhillon.com

707 Wilshire Boulevard, Suite 3250

Los Angeles, California 90017

Telephone: (213) 373-5502

Facsimile: (213) 373-5599

Attorneys for Plaintiff David Madden

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DAVID MADDEN,

Plaintiff,

v.

PATRIOT GROWTH INSURANCE
SECIVICES, LLC, *et al.*,

Defendants.

Case No. 23STCV26753

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Judge: Hon. Carolyn B. Kuhl

Department: SSC-12

Date: _____

Time: _____

Complaint filed: October 31, 2023

Trial date: Not set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff David Madden (“Plaintiff”) and defendants Patriot Growth Insurance Services, LLC, Churchill Premier Insurance Services, Inc. dba/fka Churchill & Associates Insurance Services, Inc., and Neil Churchill (collectively “Patriot”). The Agreement refers to Plaintiff and Patriot collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Patriot captioned *David Madden v. Patriot Growth Insurance Services, LLC, et al.* initiated on October 31, 2023, and pending in Superior Court of the State of California, County of Los Angeles.

- 1.2 “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a person employed by Patriot in California who worked for Patriot during the PAGA Period.
- 1.5 “Class” means all persons employed by Patriot in California who worked for Patriot during the Class Period.
- 1.6 “Class Counsel” means William M. Turner, Esq. and Asha Dhillon, Esq. of Turner Dhillon LLP, 707 Wilshire Boulevard, Suite 3250, Los Angeles, CA 90017.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Patriot’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be

1 mailed to Class Members in English in the form, without material variation, attached
2 as Exhibit A and incorporated by reference into this Agreement.

3 1.12 “Class Period” means the period from October 31, 2019, to the present.

4 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the
5 Action seeking Court approval to serve as a Class Representative.

6 1.14 “Class Representative Service Payment” means the payment to the Class
7 Representative for initiating the Action and providing services in support of the
8 Action.

9 1.15 “Court” means the Superior Court of California, County of Los Angeles.

10 1.16 “Patriot” means named Defendants Patriot Growth Insurance Services, LLC, Churchill
11 Premier Insurance Services, Inc. dba/fka Churchill & Associates Insurance Services,
12 Inc., and Neil Churchill

13 1.17 “Defense Counsel” means David A. Garcia, Esq. and Nicole Naleway, Esq. of
14 Ogletree, Deakins, Nash, Moak & Stewart, P.C., Park Tower, Fifteenth Floor, 695
15 Town Center Drive, Costa Mesa, CA 92626.

16 1.18 “Effective Date” means the date by when both of the following have occurred:
17 (a) the Court enters a Judgment on its Order Granting Final Approval of the
18 Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the
19 following occurrences: (a) if no Participating Class Member objects to the Settlement,
20 the day the Court enters Judgment; (b) if one or more Participating Class Members
21 objects to the Settlement, the day after the deadline for filing a notice of appeal from
22 the Judgment; or if a timely appeal from the Judgment is filed, the day after the
23 appellate court affirms the Judgment and issues a remittitur.

24 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

25 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final
26 Approval of the Settlement.

27 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final
28 Approval of the Settlement.

- 1.22 “Gross Settlement Amount” means \$700,000 which is the total amount Patriot agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Patriot for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from October 4, 2022, to the present.
- 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

- 1.33 “PAGA Notice” means Plaintiff’s October 4, 2023, letter to Patriot and the LWDA, and Plaintiff’s November 28, 2023, letter to Patriot and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250) and the 75% to LWDA (\$3,750) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means David Madden, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Patriot and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the

Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45 “Workweek” means any week during which a Class Member worked for Patriot for at least one day, during the Class Period.

2. RECITALS.

2.1 On October 31, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Patriot for: (1) failure to pay all wages due; (2) breach of contract; (3) failure to timely pay wages due at termination; (4) failure to reimburse employees for necessary expenditures; (5) violations of the Unfair Competition Law (UCL); (6) retaliation; and (7) wrongful termination. On February 28, 2024, Plaintiff filed a First Amended Complaint alleging causes of action against Patriot for: (1) failure to pay all wages due; (2) failure to timely pay wages due at termination; (3) failure to reimburse employees for necessary expenditures; (4) violations of the UCL; and (5) violations of the Labor Code Private Attorneys General Act of 2004. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Patriot denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Patriot and the LWDA by sending the PAGA Notice.

2.3 On April 10, 2025, the Parties participated in an all-day mediation presided over by David Phillips, Esq. of Signature Resolution, which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff’s personnel file, compensation agreement, wage and hour records, letters of employment and termination, Defendant’s Remote and Hybrid Employee Expense Reimbursement

Policy, hire and termination dates for all Class Members, and wage statements for a random sampling of 40% of Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Court has not granted class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Patriot promises to pay \$700,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Patriot has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Patriot.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Patriot will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation

Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$233,333.34, and a Class Counsel Litigation Expenses Payment of not more than \$12,276.20. Patriot will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Patriot harmless, and indemnifies Patriot, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$8,000 except for a showing of good cause and as approved by the Court. To

the extent the Administration Expenses are less or the Court approves payment less than \$8,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$5,000 to be paid from the Gross Settlement Amount, with 75% (\$3,750) allocated to the LWDA PAGA Payment and 25% (\$1,250) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Patriot estimates there are 416 Class Members who collectively worked a total of approximately 66,646 Workweeks, and 326 Aggrieved Employees who worked a total of approximately 16,950 PAGA Pay Periods.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Patriot will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Patriot has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Patriot must send the Class Data to the Administrator, the Parties and their counsel will expeditiously

use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Patriot shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Patriot's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Patriot funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing

any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Patriot to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Patriot fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his, her, or their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and

1 assigns generally, release and discharge Released Parties from all claims, transactions
2 or occurrences that occurred during the Class Period, including, but not limited to: (a)
3 all claims that were, or reasonably could have been, alleged, based on the facts
4 contained, in the Operative Complaint and (b) all PAGA claims that were, or
5 reasonably could have been, alleged based on facts contained in the Operative
6 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released
7 under 5.2, below ("Plaintiff's Release"). Plaintiff's Release does not extend to any
8 claims or actions to enforce this Agreement, or to any claims for vested benefits,
9 unemployment benefits, disability benefits, social security benefits, workers'
10 compensation benefits that arose at any time, or based on occurrences outside the
11 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
12 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
13 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
14 respects, notwithstanding such different or additional facts or Plaintiff's discovery of
15 them.

16 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of
17 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
18 rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

19 A general release does not extend to claims that the creditor
20 or releasing party does not know or suspect to exist in his or
21 her favor at the time of executing the release, and that if
known by him or her would have materially affected his or
her settlement with the debtor or Released Party.

22 5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All
23 Participating Class Members, on behalf of themselves and their respective former and
24 present representatives, agents, attorneys, heirs, administrators, successors and assigns,
25 release Released Parties from (i) all claims that were alleged, or reasonably could have
26 been alleged, based on the Class Period facts stated in the Operative Complaint and
27 ascertained in the course of the Action. Except as set forth in Section 5.3 of this
28 Agreement, Participating Class Members do not release any other claims, including

claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Patriot's Declaration in Support of Preliminary Approval. Within 7 days of the full execution of this Agreement, Patriot will prepare and deliver to Class Counsel a signed Declaration from Patriot and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Patriot shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its

1 willingness to serve; competency; operative procedures for protecting the security of
 2 Class Data; amounts of insurance coverage for any data breach, defalcation of funds or
 3 other misfeasance; all facts relevant to any actual or potential conflicts of interest with
 4 Class Members; and the nature and extent of any financial relationship with Plaintiff,
 5 Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
 6 willingness and competency to serve and disclosing all facts relevant to any actual or
 7 potential conflicts of interest with Class Members, and/or the Administrator; (vi) a
 8 signed declaration from each Class Counsel firm attesting to its competency to
 9 represent the Class Members; its timely transmission to the LWDA of all necessary
 10 PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))),
 11 Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, §
 12 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all
 13 modifications made to the Model Agreement ready for filing with the Court; and (viii)
 14 all facts relevant to any actual or potential conflict of interest with Class Members, the
 15 Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class
 16 Counsel Declaration shall aver that they are not aware of any other pending matter or
 17 action asserting claims that will be extinguished or adversely affected by the
 18 Settlement.

19 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
 20 responsible for expeditiously finalizing and filing the Motion for Preliminary
 21 Approval no later than 30 days after the full execution of this Agreement; obtaining a
 22 prompt hearing date for the Motion for Preliminary Approval; and for appearing in
 23 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is
 24 responsible for delivering the Court's Preliminary Approval to the Administrator.

25 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
 26 Preliminary Approval and/or the supporting declarations and documents, Class
 27 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
 28 by meeting in person or by telephone, and in good faith, to resolve the disagreement.

If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The

1 first page of the Class Notice shall prominently estimate the dollar amounts of
2 any Individual Class Payment and/or Individual PAGA Payment payable to the
3 Class Member, and the number of Workweeks and PAGA Pay Periods (if
4 applicable) used to calculate these amounts. Before mailing Class Notices, the
5 Administrator shall update Class Member addresses using the National Change
6 of Address database.

7 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class
8 Notice returned by the USPS as undelivered, the Administrator shall re-mail
9 the Class Notice using any forwarding address provided by the USPS. If the
10 USPS does not provide a forwarding address, the Administrator shall conduct a
11 Class Member Address Search, and re-mail the Class Notice to the most
12 current address obtained. The Administrator has no obligation to make further
13 attempts to locate or send Class Notice to Class Members whose Class Notice
14 is returned by the USPS a second time.

15 7.4.4 The deadlines for Class Members' written objections, Challenges to
16 Workweeks and/or Pay Periods and Requests for Exclusion will be extended an
17 additional 14 days beyond the 60 days otherwise provided in the Class Notice
18 for all Class Members whose notice is re-mailed. The Administrator will
19 inform the Class Member of the extended deadline with the re-mailed Class
20 Notice.

21 7.4.5 If the Administrator, Patriot or Class Counsel is contacted by or otherwise
22 discovers any persons who believe they should have been included in the Class
23 Data and should have received Class Notice, the Parties will expeditiously
24 meet and confer in person or by telephone, and in good faith, in an effort to
25 agree on whether to include them as Class Members. If the Parties agree, such
26 persons will be Class Members entitled to the same rights as other Class
27 Members, and the Administrator will send, via email or overnight delivery, a
28 Class Notice requiring them to exercise options under this Agreement not later

1 than 14 days after receipt of Class Notice, or the deadline dates in the Class
2 Notice, which ever are later.

3 7.5 Requests for Exclusion (Opt-Outs).

4 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
5 Settlement must send the Administrator, by fax, email, or mail, a signed
6 written Request for Exclusion not later than 60 days after the Administrator
7 mails the Class Notice (plus an additional 14 days for Class Members whose
8 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
9 Member or his/her/their representative that reasonably communicates the Class
10 Member's election to be excluded from the Settlement and includes the Class
11 Member's name, address and email address or telephone number. To be valid,
12 a Request for Exclusion must be timely faxed, emailed, or postmarked by the
13 Response Deadline.

14 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it
15 fails to contain all the information specified in the Class Notice. The
16 Administrator shall accept any Request for Exclusion as valid if the
17 Administrator can reasonably ascertain the identity of the person as a Class
18 Member and the Class Member's desire to be excluded. The Administrator's
19 determination shall be final and not appealable or otherwise susceptible to
20 challenge. If the Administrator has reason to question the authenticity of a
21 Request for Exclusion, the Administrator may demand additional proof of the
22 Class Member's identity. The Administrator's determination of authenticity
23 shall be final and not appealable or otherwise susceptible to challenge.

24 7.5.3 Every Class Member who does not submit a timely and valid Request for
25 Exclusion is deemed to be a Participating Class Member under this Agreement,
26 entitled to all benefits and bound by all terms and conditions of the Settlement,
27 including the Participating Class Members' Releases under Paragraphs 5.2 and
28

5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment,

Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class

Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class

Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Patriot estimates that, as of the date of this Settlement Agreement, (1) there are 416 Class Members and approximately 66,646 Total Workweeks during the Class period and (2) there were 326 Aggrieved Employees who worked approximately 16,950 Pay Periods during the PAGA Period. The Parties agreed to a 15% escalator clause. Should the number of Workweeks exceed 76,642 (15% of 66,646), Patriot shall pay \$11.10 for every Workweek on a pro-rata basis over 76,642 Workweeks.

9. PATRIOT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Patriot may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Patriot withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Patriot will remain responsible for paying all Settlement Administration Expenses incurred to that point. Patriot must notify Class Counsel and the Court of its election to withdraw not later than seven

1 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will
2 have no effect.

3 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final
4 Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that
5 includes a request for approval of the PAGA settlement under Labor Code section 2699,
6 subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion
7 for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not
8 later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense
9 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to
10 resolve any disagreements concerning the Motion for Final Approval.

11 10.1 Response to Objections. Each Party retains the right to respond to any objection raised
12 by a Participating Class Member, including the right to file responsive documents in
13 Court no later than five court days prior to the Final Approval Hearing, or as otherwise
14 ordered or accepted by the Court.

15 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
16 Approval on any material change to the Settlement (including, but not limited to, the
17 scope of release to be granted by Class Members), the Parties will expeditiously work
18 together in good faith to address the Court’s concerns by revising the Agreement as
19 necessary to obtain Final Approval. The Court’s decision to award less than the
20 amounts requested for the Class Representative Service Payment, Class Counsel Fees
21 Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses
22 Payment shall not constitute a material modification to the Agreement within the
23 meaning of this paragraph.

24 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
25 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
26 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
27 administration matters and (iii) addressing such post-Judgment matters as are
28 permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

1 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure
2 section 384, the Parties will work together in good faith to jointly submit and a proposed amended
3 judgment.

4 **12. ADDITIONAL PROVISIONS.**

5 12.1 No Admission of Liability, Class Certification or Representative Manageability for
6 Other Purposes. This Agreement represents a compromise and settlement of highly
7 disputed claims. Nothing in this Agreement is intended or should be construed as an
8 admission by Patriot that any of the allegations in the Operative Complaint have merit
9 or that Patriot has any liability for any claims asserted; nor should it be intended or
10 construed as an admission by Plaintiff that Patriot's defenses in the Action have merit.
11 The Parties agree that class certification and representative treatment is for purposes of
12 this Settlement only. If, for any reason the Court does grant Preliminary Approval,
13 Final Approval or enter Judgment, Patriot reserves the right to contest certification of
14 any class for any reasons, and Patriot reserves all available defenses to the claims in
15 the Action, and Plaintiff reserves the right to move for class certification on any
16 grounds available and to contest Patriot's defenses. The Settlement, this Agreement
17 and Parties' willingness to settle the Action will have no bearing on, and will not be
18 admissible in connection with, any litigation (except for proceedings to enforce or
19 effectuate the Settlement and this Agreement).

20 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Patriot, and
21 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
22 Settlement is filed, they and each of them will not disclose, disseminate and/or
23 publicize, or cause or permit another person to disclose, disseminate or publicize, any
24 of the terms of the Agreement directly or indirectly, specifically or generally, to any
25 person, corporation, association, government agency or other entity except: (1) to the
26 Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this
27 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
28 report income to appropriate taxing authorities; (4) in response to a court order or

subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Patriot and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Patriot, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and

1 supplementing points and authorities as requested by the Court. In the event the Parties
2 are unable to agree upon the form or content of any document necessary to implement
3 the Settlement, or on any modification of the Agreement that may become necessary
4 to implement the Settlement, the Parties will seek the assistance of a mediator and/or
5 the Court for resolution.

6 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer
8 or encumber to any person or entity and portion of any liability, claim, demand, action,
9 cause of action or right released and discharged by the Party in this Settlement.

10 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Patriot nor Defense Counsel are
11 providing any advice regarding taxes or taxability, nor shall anything in this
12 Settlement be relied upon as such within the meaning of United States Treasury
13 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

14 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed or waived only by an express written instrument signed by all
16 Parties or their representatives and approved by the Court.

17 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
18 the benefit of, the successors of each of the Parties.

19 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the State of California,
21 without regard to conflict of law principles.

22 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
23 of this Agreement. This Agreement will not be construed against any Party on the
24 basis that the Party was the drafter or participated in the drafting.

25 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders
26 entered during Action and in this Agreement relating to the confidentiality of
27 information shall survive the execution of this Agreement.
28

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Patriot in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Patriot unless, prior to the Court's discharge of the Administrator's obligation, Patriot makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

William M. Turner and Asha Dhillon
Turner Dhillon LLP
707 Wilshire Boulevard, Suite 3250
Los Angeles, CA 90017
wturner@turnerdhillon.com
adhillion@turnerdhillon.com

To Patriot:

David Garcia and Nicole Naleway
Ogletree, Deakins, Nash, Moak & Stewart, P.C.
Park Tower, Fifteenth Floor
695 Town Center Drive, Costa Mesa, CA 92626
david.garcia@ogletree.com
nicole.naleway@ogletree.com

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

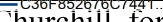
12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: Aug 27, 2025

By: 
David Madden

Dated: 15-Aug-2025

DocuSigned by:

By: 
Neil Churchill, for himself and for Churchill Premier Insurance Services, Inc. dba/fka Churchill & Associates Insurance Services, Inc.

Dated: _____

By: _____
Ian Larson for Patriot Growth Insurance Services, LLC

To Patriot:

David Garcia and Nicole Naleway
Ogletree, Deakins, Nash, Moak & Stewart, P.C.
Park Tower, Fifteenth Floor
695 Town Center Drive, Costa Mesa, CA 92626
david.garcia@ogletree.com
nicole.naleway@ogletree.com

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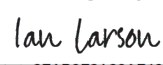
Dated: _____

By: _____
David Madden

Dated: _____

By: _____
Neil Churchill, for himself and for Churchill Premier Insurance Services, Inc. dba/fka Churchill & Associates Insurance Services, Inc.

Dated: 22-Aug-2025

DocuSigned by:

By: _____
8FAB9F2A28AF464...
Ian Larson for Patriot Growth Insurance Services, LLC

1 **APPROVED AS TO FORM:**

2

3

4 Dated: August 26, 2025

TURNER DHILLON LLP

5

6 By: Bill Turner

7 William M. Turner

8 Attorneys for Plaintiff David Madden

9

10 Dated: _____

Ogletree, Deakins, Nash, Moak & Stewart, P.C.

11

12 By: _____

13 David A. Garcia

14 Attorneys for Defendants Patriot Growth Insurance

15 Services, LLC, Churchill Premier Insurance Services,

16 Inc. dba/fka Churchill & Associates Insurance

17 Services, Inc., and Neil Churchill

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1 **APPROVED AS TO FORM:**

2
3
4 Dated: _____

TURNER DHILLON LLP

5
6 By: _____

7 William M. Turner
8 Attorneys for Plaintiff David Madden
9

10 Dated: August 27, 2025

Ogletree, Deakins, Nash, Moak & Stewart, P.C.

11
12 By: David A. Garcia

13 David A. Garcia
14 Attorneys for Defendants Patriot Growth Insurance
15 Services, LLC, Churchill Premier Insurance Services,
16 Inc. dba/fka Churchill & Associates Insurance
17 Services, Inc., and Neil Churchill
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EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

David Madden v. Patriot Growth Insurance Services, LLC, et al., LASC Case No. 23STCV26753

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Patriot Growth Insurance Services, LLC, Churchill Premier Insurance Services, Inc. dba/fka Churchill & Associates Insurance Services, Inc., and Neil Churchill (collectively “Patriot”) for alleged wage and hour violations. The Action was filed by a former Patriot employee David Madden (“Plaintiff”) and seeks payment of (1) back wages and expense reimbursements for a class of California employees (“Class Members”) who worked for Patriot during the Class Period October 31, 2019 to [REDACTED]; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all California employees who worked for Patriot during the PAGA Period (October 4, 2022 to [REDACTED]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Patriot to fund Individual Class Payments, and (2) a PAGA Settlement requiring Patriot to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on PATRIOT’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Patriot’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Patriot’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Patriot to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Patriot.

If you worked for Patriot during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Patriot.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Patriot, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

PATRIOT will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Patriot that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Patriot must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Patriot's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Patriot employee. The Action accuses Patriot of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Turner Dhillon LLP ("Class Counsel.")

Patriot strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Patriot or Plaintiff is correct on the merits. In the meantime, Plaintiff and Patriot hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Patriot have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Patriot does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Patriot has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Patriot will Pay \$700,000 as the Gross Settlement Amount (Gross Settlement). Patriot has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Patriot will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$233,333.34 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$12,276.20 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive in connection with this Action, other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$8,000 to the Administrator for services administering the Settlement.
 - D. Up to \$5,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Patriot are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% % to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Patriot will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Patriot have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Patriot.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible

for Individual PAGA Payments and are required to give up their right to assert PAGA claims against PATRIOT based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Patriot have agreed that, in either case, the Settlement will be void: Patriot will not pay any money and Class Members will not release any claims against Patriot.
8. Administrator. The Court has appointed a neutral company, Simpluris (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Patriot has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Patriot or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, (a) any and all claims involving any alleged failure to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failure to provide meal periods, rest breaks and accurate itemized wage statements. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Patriot has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Patriot, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out

of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Patriot or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,250 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Patriot's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Patriot's calculation of Workweeks and/or Pay Periods based on Patriot's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Patriot's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Madden v. Patriot Growth Insurance Services, LLC, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Patriot are asking the Court to approve. At least [REDACTED] days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action as *Madden v. Patriot Growth Insurance Services, LLC, et al.*, and include your name, current address, telephone

number and approximate dates of employment for Patriot and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Patriot and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Simpluris website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV26753. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

William M. Turner
Turner Dhillon LLP
707 Wilshire Boulevard, Suite 3250
Los Angeles, CA 90017
(213) 373-5502
wturner@turnerdhillon.com

Settlement Administrator:

Name of Company: Simpluris

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

4 June 2020

Trends in Wage and Hour Settlements: 2019 Update

By **Dr. Stephanie Planchich**
and **Janeen McIntosh**¹

This update adds five years of data to the civil wage and hour settlement study we released in July 2015, extending our database through December 2019. The underlying allegations include misclassification of employees, failure to provide meals and/or breaks, working off-the-clock, tip pooling, and/or time spent donning and doffing protective equipment. Cases alleging one or more of these violations may be brought under state law or the federal Fair Labor Standards Act (FLSA) by current and/or former employees who seek compensation for unpaid hours. For this year's update, we track trends in wage and hour settlements over the past 10 years, looking across industries, types of allegations, and states.

Highlights:

- Our database now contains 987 wage and hour settlements over the decade ending in December 2019, averaging 99 settlements per year. The aggregate amount paid for these cases was \$5.3 billion, including \$667 million in 2015, \$913 million in 2016, \$517 million in 2017, \$347 million in 2018, and \$741 million in 2019.²
- A jump in the average settlement value per case occurred in 2019, with cases settling for an average of \$8.2 million. This increase followed a dip in 2018 when the average settlement value was \$5.0 million. At the same time, 2019 saw an increase in the number of cases settled. We identified 92 settlements in 2019, a 26% increase from the 73 cases settled in 2018.
- For a subset of cases in our data, we observe the number of plaintiffs and the number of years in the class period. Within this subset, the average settlement value per plaintiff per class year spiked to \$3,339 in 2018 but fell back to \$1,412 in 2019, a value that is consistent with the 2015–2017 average of \$1,264.³

- Overtime violations remain the most common allegation in our settlement data, consistently accounting for about 40% of settled cases across the entire 2010–2019 period. On the other hand, the proportion of settled cases, including allegations of minimum wage and off-the-clock work violations, has not been as stable, varying from year to year. An increase in the proportion of settlements involving minimum wage allegations occurred in the last five years, with a corresponding relative decrease in settlements with off-the-clock allegations.
- Over the past decade, the Retail Industry has consistently had high annual aggregate settlement dollars and high average settlement values per case. In 2015 and 2016, however, several large settlements in the Transportation/Shipping Industry resulted in this industry having the largest proportion of total settlement dollars over the last decade.

Number of Settlements: Trends in Settlement Value

- The number of wage and hour cases settled spiked in 2016, with over 150 cases, nearly double the number of cases settled in the lowest year in our database, 2013. Since then, the number of cases settling each year has returned to pre-2016 levels, with 102 cases settled in 2017, 73 cases settled in 2018, and 92 cases settled in 2019.
- In 2019, the average settlement value for a wage and hour case increased to \$8.2 million, a 64% increase from the 2018 average and a 51% increase from the 2017 average. Over the last three years, the average settlement value was \$6.3 million, higher than the decade average of \$5.8 million.
- The median settlement value has continued to show year-to-year variation. Over the last three years, the median settlement value has ranged from a low of \$2.5 million in 2018 to a high of \$3.0 million in 2019. These median settlement values are more than double the median values observed earlier in the decade.
- In recent years, there has been a downward trend in the proportion of cases settling for under \$2.5 million. In 2016, approximately 60% of cases settled for less than \$2.5 million, compared to 44% in 2019.

Figure 1. **Nearly 1,000 Wage and Hour Cases Settled Over the Last 10 Years**
January 2010–December 2019

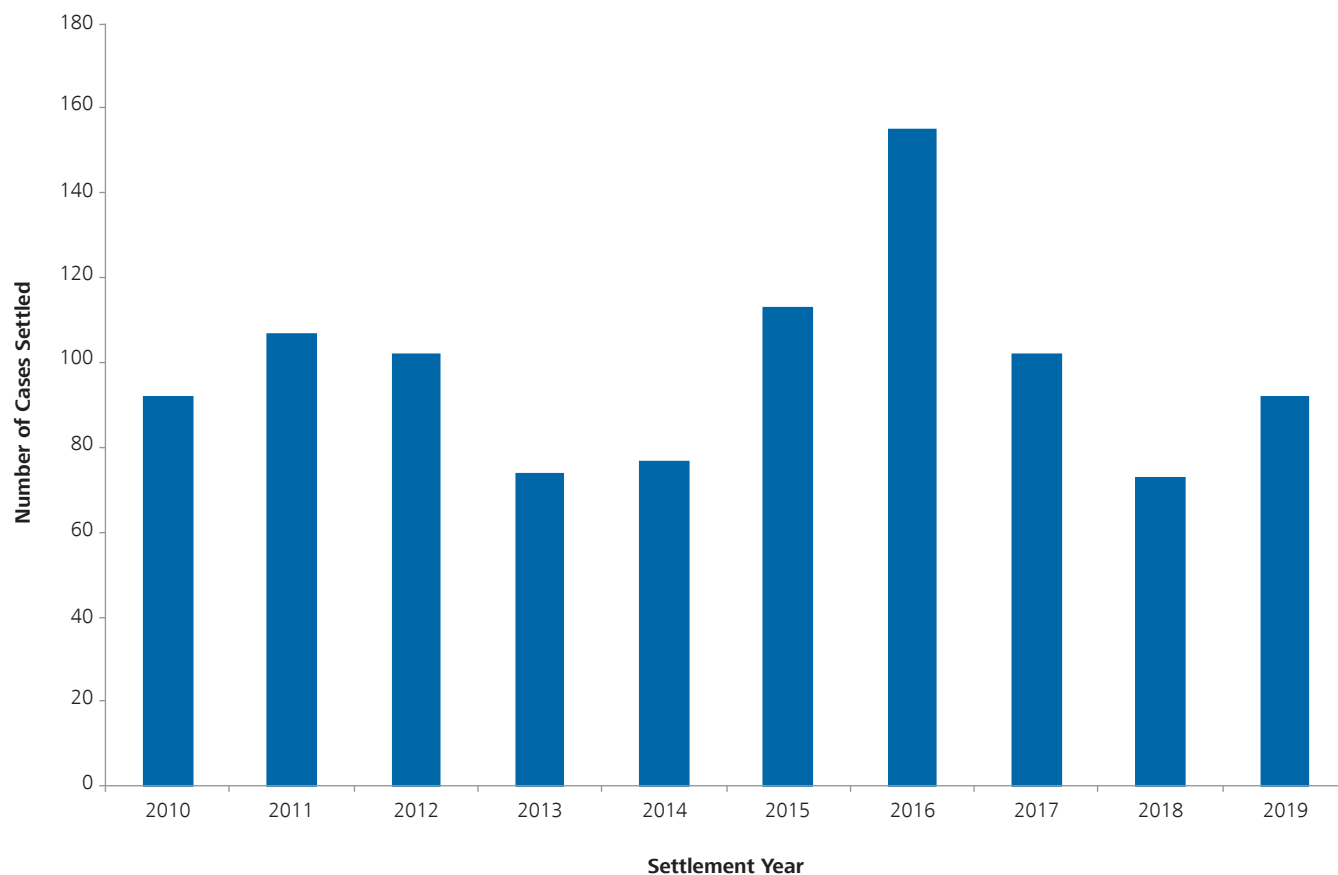


Figure 2. **The Average Settlement Jumped to More than \$8 Million in 2019, Up from \$5.0 Million in 2018**
January 2010–December 2019

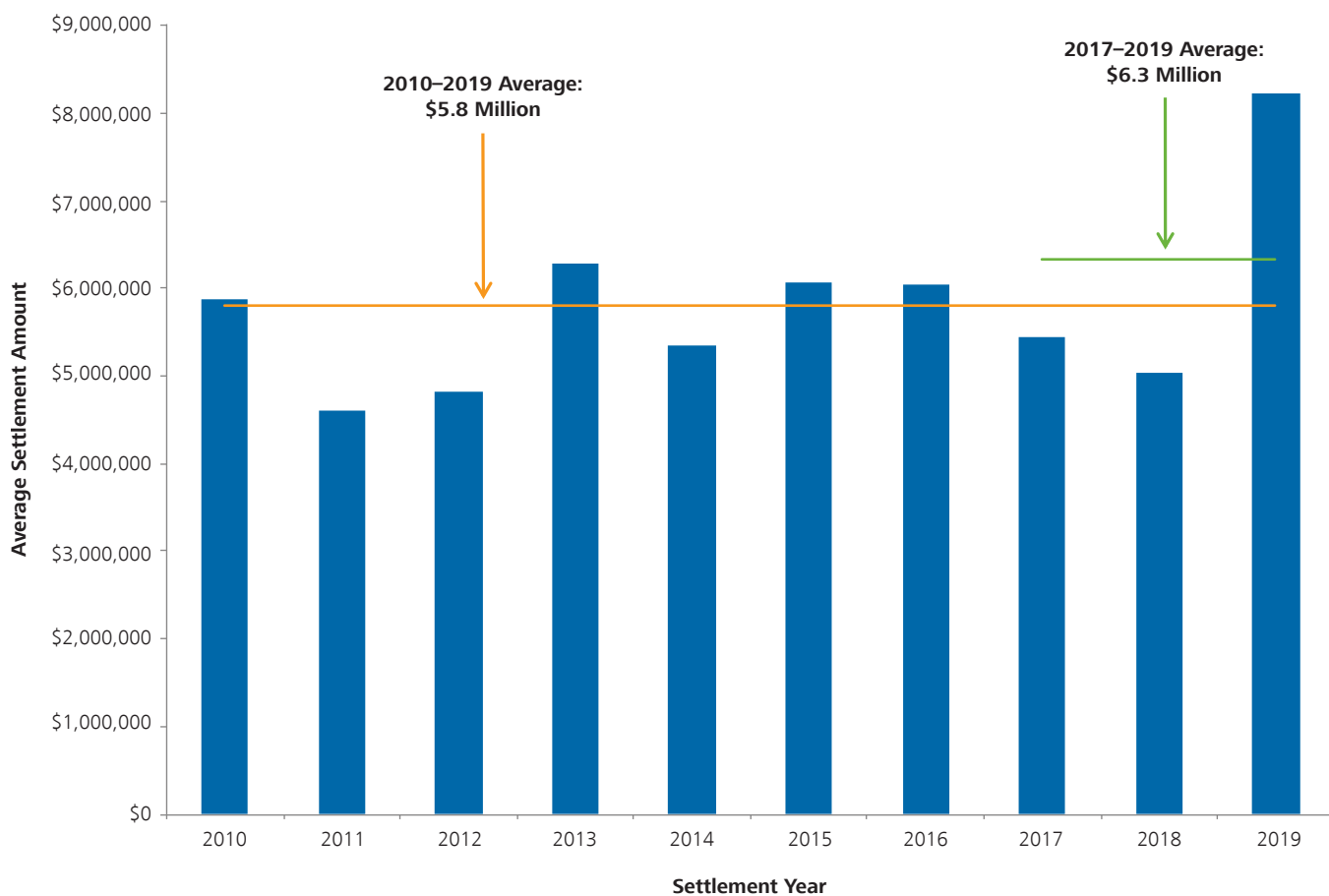


Figure 3. **Median Settlement Approached \$3 Million in 2017–2019**
January 2010–December 2019

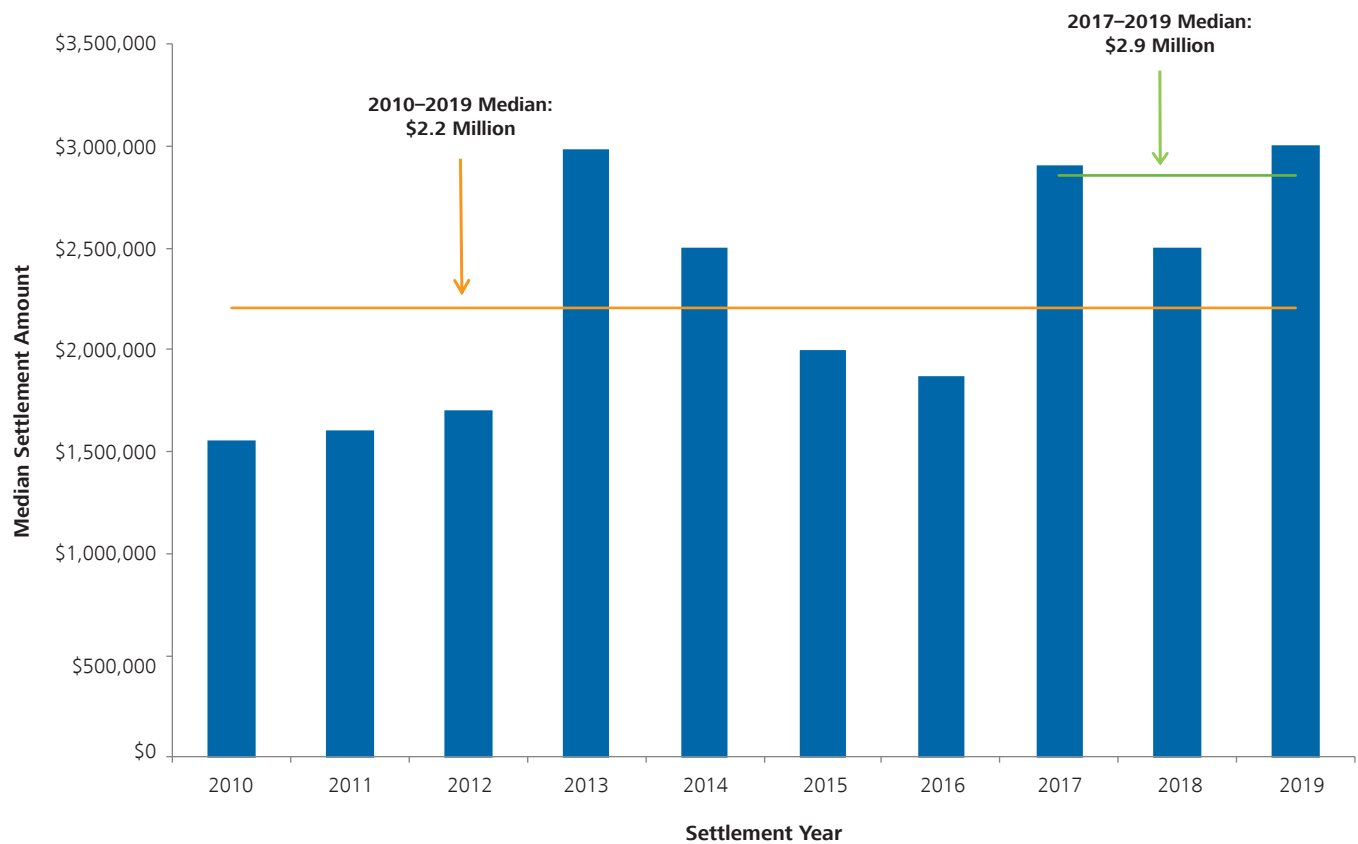
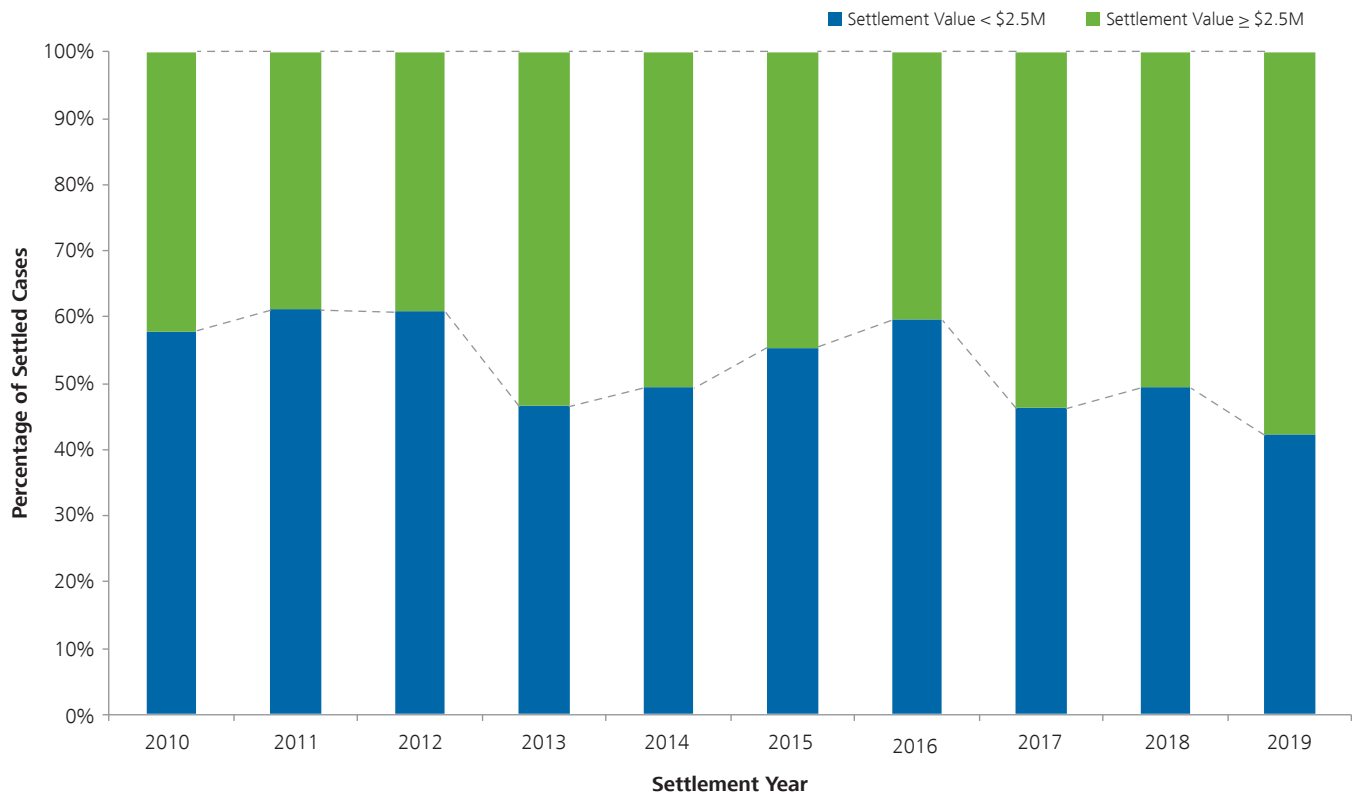


Figure 4. **The Proportion of Settlements Less than \$2.5 Million Has Declined in Recent Years**
January 2010–December 2019



Data and Methodology

For this update, our database includes 987 settlements for wage and hour cases, obtained from articles published in *Law360* between 1 January 2010 and 31 December 2019, as well as a review of the Seyfarth Shaw annual litigation reports for 2010 through 2019. When the information available from these sources for particular cases was incomplete, additional case-specific details were obtained from Factiva. In addition to settlement value, the data extracted includes case-specific information such as industry, allegations, number of plaintiffs, length of class period, and jurisdiction, when available. While this data collection methodology yielded a substantial number of wage and hour settlements, particularly those with large settlement amounts and/or large classes, it is not necessarily comprehensive.

Average Wage and Hour Settlements: Trends per Plaintiff and per Class Period Year

- For 75% of the 987 settled cases in our database, we were able to obtain the settlement value and number of plaintiffs. Some cases were for single plaintiffs and, for others, the class size was as large as 3.2 million plaintiffs. The average settlement per plaintiff ranged from less than \$5.00 to over \$1 million. Although settlements with more plaintiffs tended to have higher total settlement values, these cases typically had lower settlement values per plaintiff.
 - The proportion of settlements with a large class size, defined as 10,000 or more plaintiffs, has continued to be low, representing 9.1% of the 2019 settlements. This is a modest increase from the decade low of 5% for cases settled in 2012 but below the high of 16% of cases with a large class size in 2014.
- Though the annual average settlement value per case was relatively steady between 2010 and 2018, the annual average settlement per plaintiff nearly tripled between 2014 and 2018, from \$4,501 to \$13,332. In 2019, in contrast, the average settlement value per case increased but was accompanied by a decrease in the average settlement value per plaintiff.
- The median settlement per plaintiff was \$2,500 in 2015 and \$2,651 in 2016, slightly lower than the 2017 median of \$3,093. In 2018, the median fell to \$1,829, but then increased in 2019 to \$3,546.
- Among cases settled over the last 10 years, 85% had class periods of seven years or fewer. Both the median and average class period length in our data was five years.
- We were able to identify the number of plaintiffs, the settlement amount, and the number of years covered by the class period for approximately 44% of our settlements from 2010–2019.
- Much like cases with relatively more plaintiffs, cases with longer class periods tend to have larger total settlements but also lower settlements per plaintiff per class year. In fact, the average settlement per plaintiff per class year for cases with class periods of five years and under is \$1,688, which is more than double the average settlement per plaintiff per class year for cases with class periods of more than five years, \$787.
- After falling to a record low of approximately \$650 in 2014, the average settlement value per plaintiff per class year remained above \$1,000 through 2019 and spiked to more than \$3,000 in 2018. However, this average did not persist in 2019 as the average settlement value per plaintiff per class year decreased and was in line with the pre-2018 levels.

Figure 5. **Cases with Fewer than 5,000 Plaintiffs Accounted for More than Two-Thirds of Settlements**
January 2010–December 2019

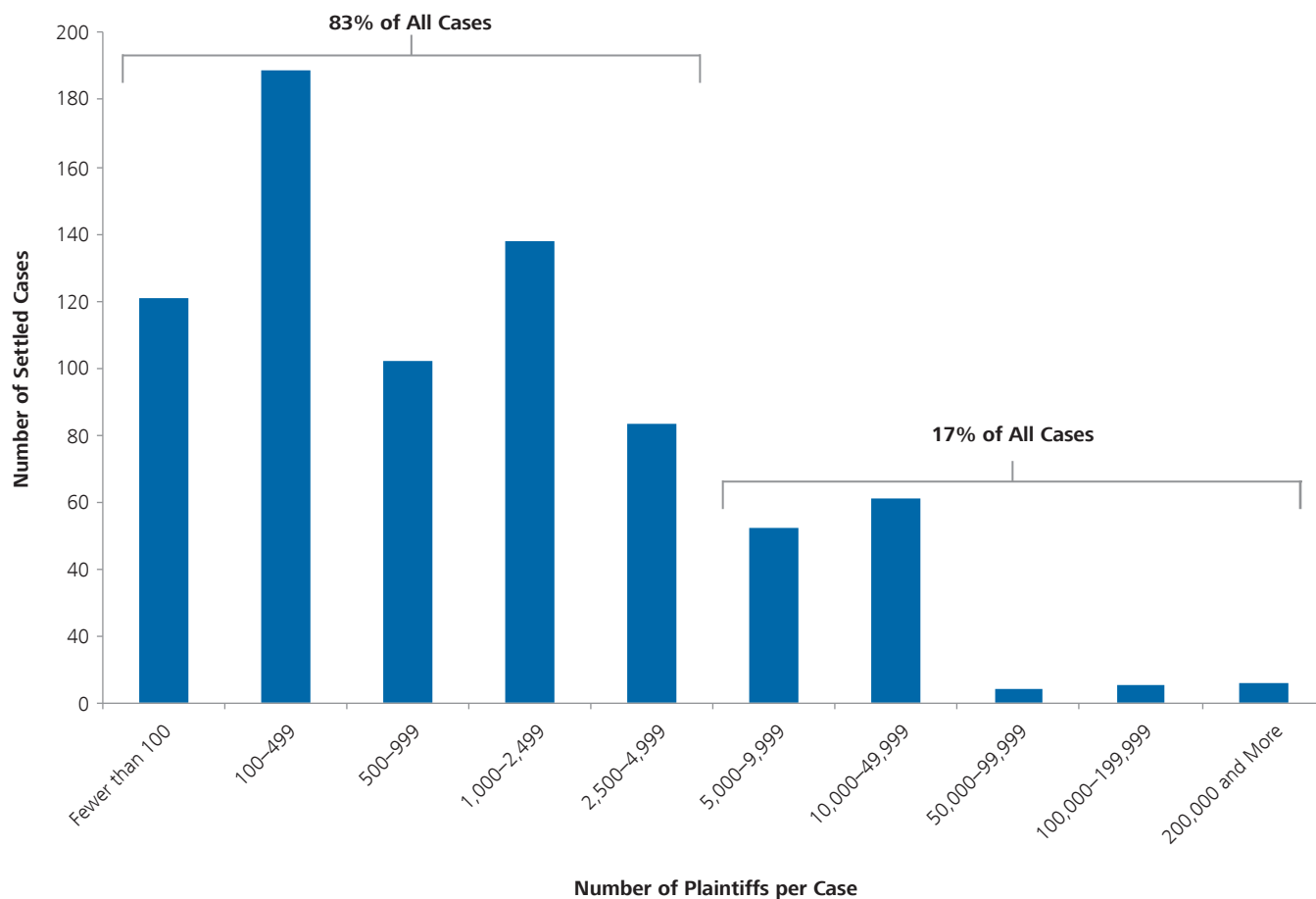


Figure 6. **On Average, 9% of Settlements Were for Cases with 10,000 or More Plaintiffs**
January 2010–December 2019

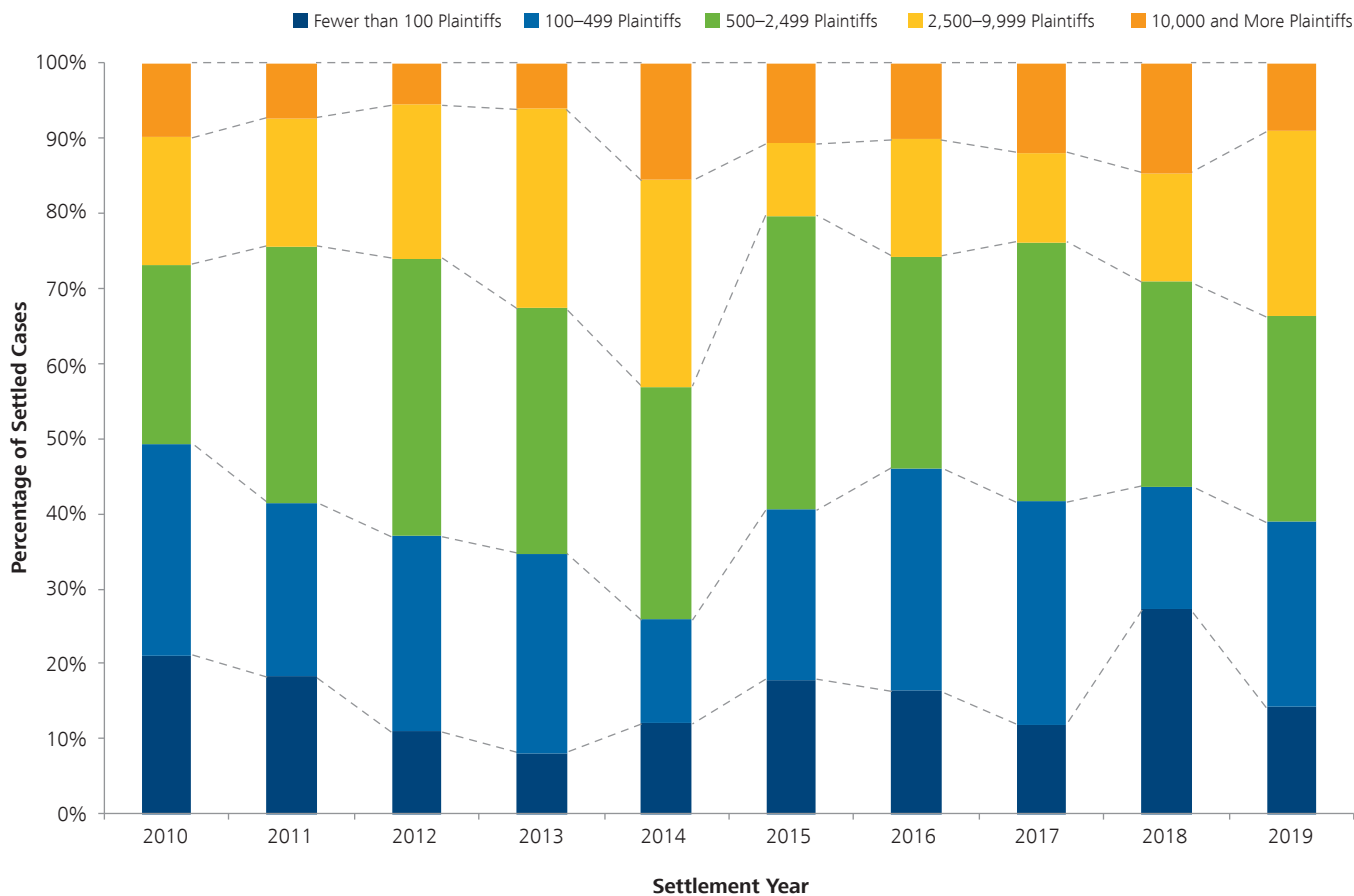


Figure 7. **The Average Settlement Value per Plaintiff Hit a High of \$13,332 in 2018**
January 2010–December 2019

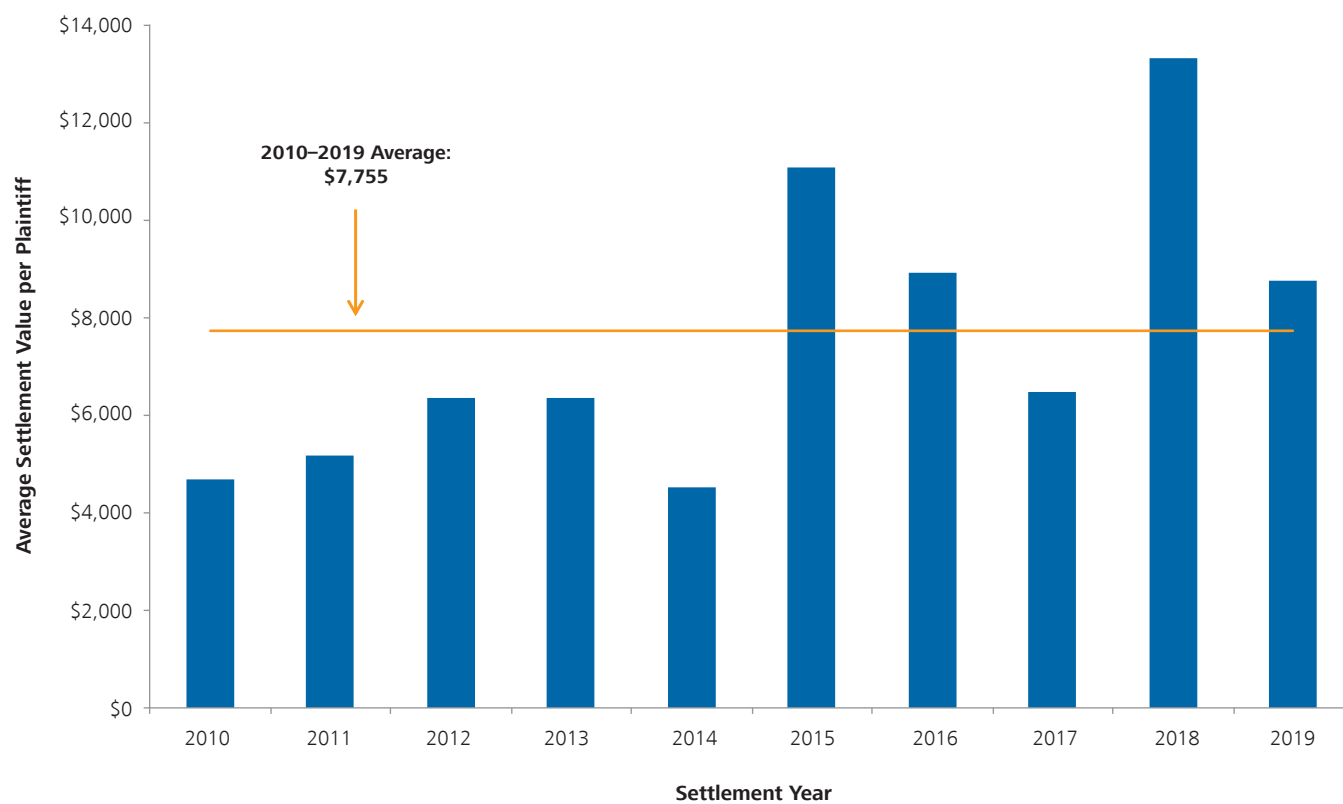


Figure 8. **36% of Cases Had an Average Settlement Value per Plaintiff Between \$1,000 and \$4,999**
January 2010–December 2019

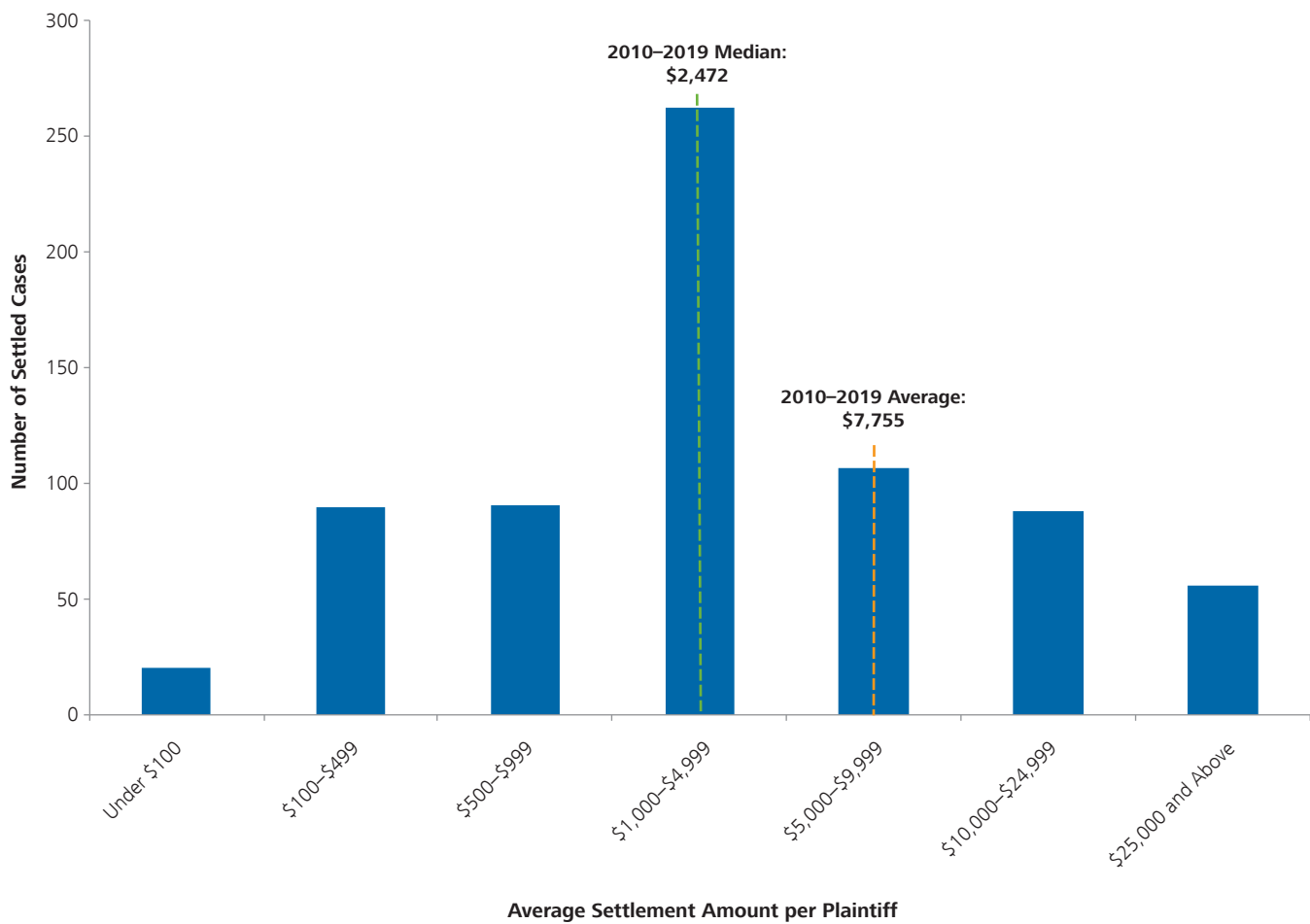


Figure 9. **Only 15% of Settled Cases Had a Class Period Longer than Seven Years**
January 2010–December 2019

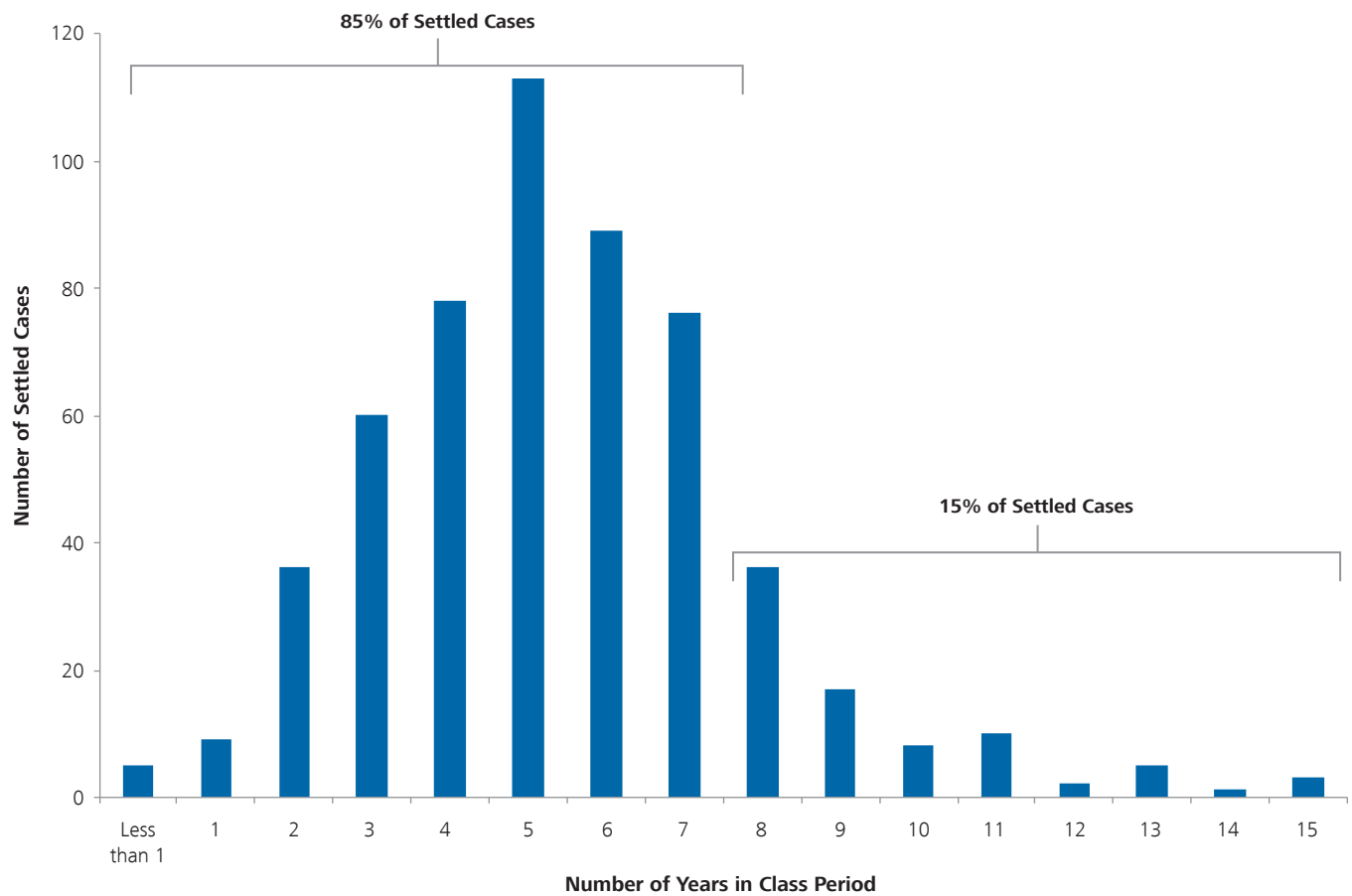


Figure 10. **The Average Settlement Value per Plaintiff per Class Year Increased in 2018 but Returned to Prior Levels in 2019**
January 2010–December 2019

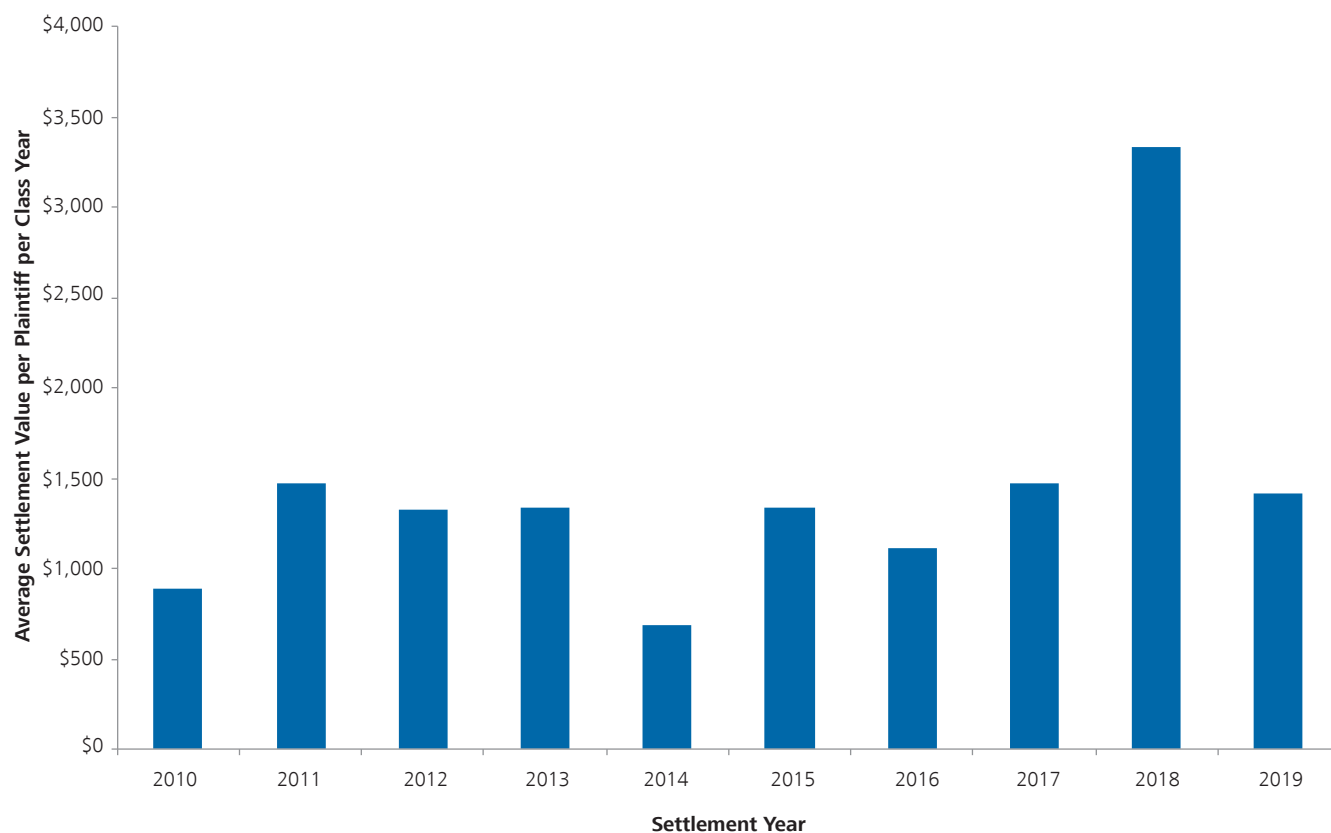
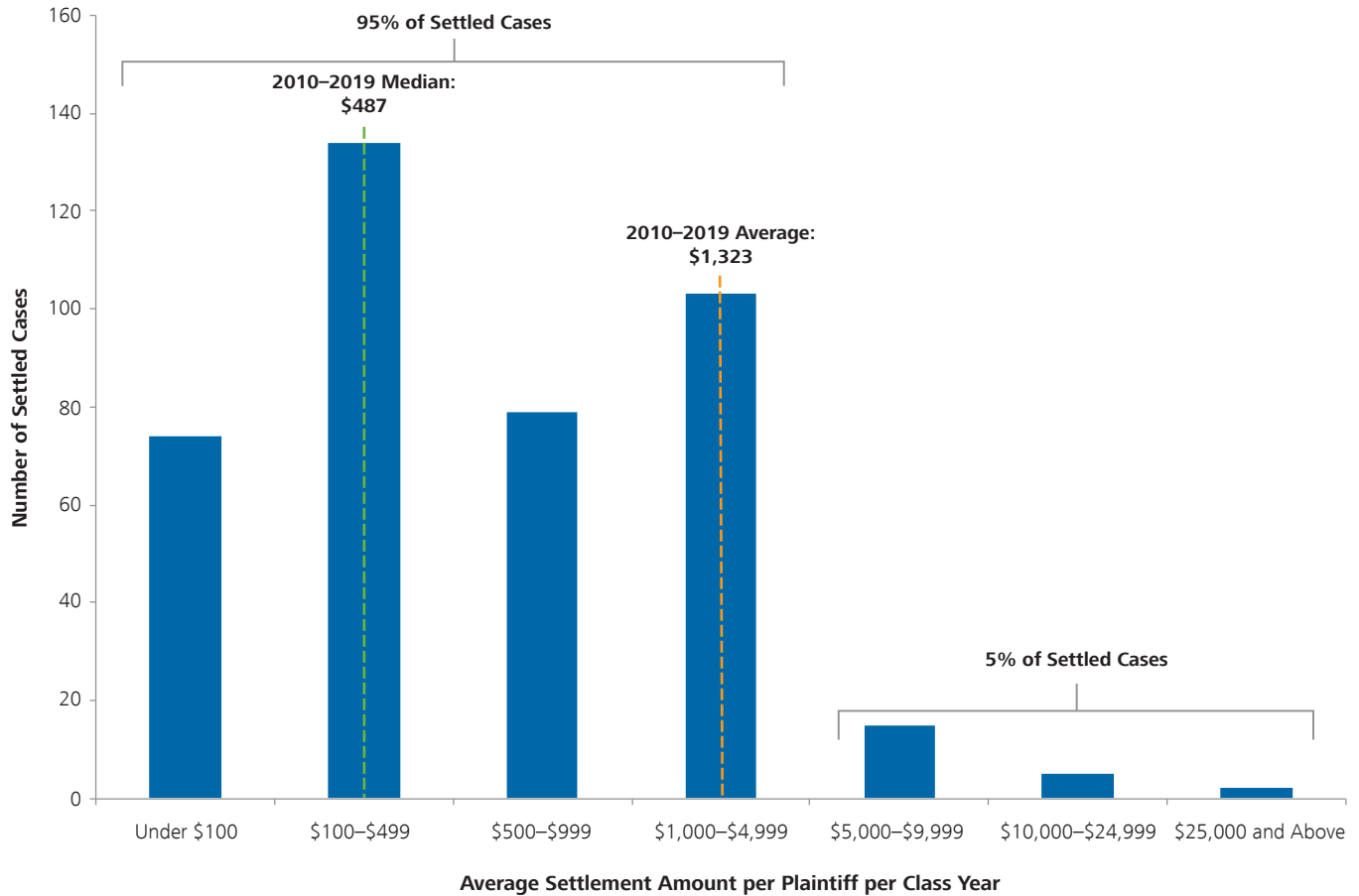


Figure 11. **Only 5% of Cases Settled for More than \$5,000 per Plaintiff per Class Year**
January 2010–December 2019

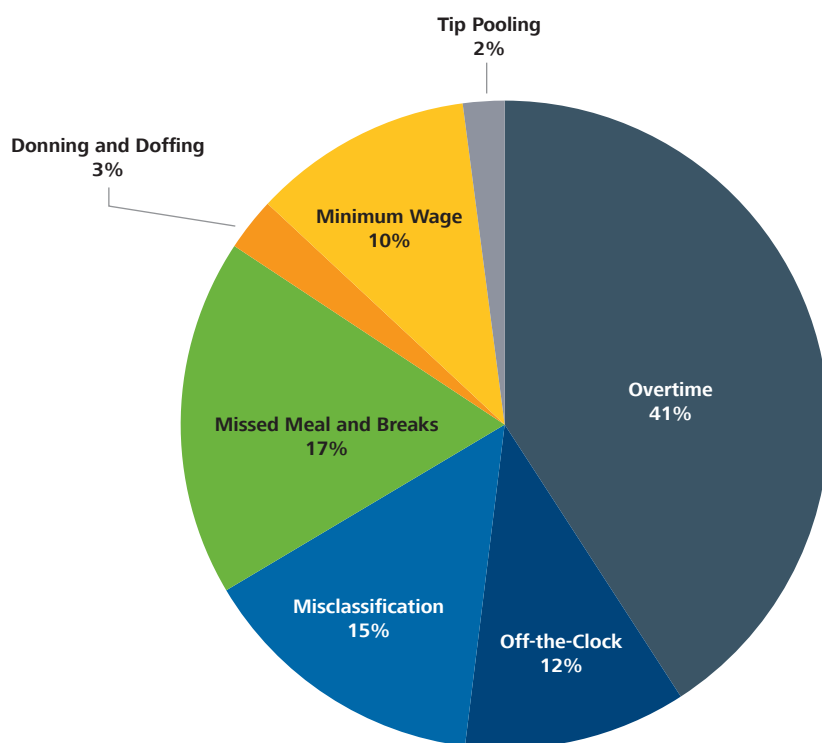


Case Characteristics

- We identified all the allegations made in the cases in our settlement database and classified these allegations in the following categories:⁴
 - Overtime
 - Off-the-clock
 - Minimum wage violation
 - Donning and doffing
 - Missed meals and breaks
 - Misclassification
 - Tip pooling
- Overtime allegations dominated cases settled between 2015 and 2019, a pattern that is consistent with prior years. Compared to the first half of the past decade, the second half had an increase in the proportion of cases with minimum wage allegations and a decrease in the proportion with off-the-clock allegations.

- Many of the settlements in our database are for cases with multiple allegations. For example, plaintiffs frequently claim that alleged misclassification caused them to have overtime violations. Forty percent of cases over the last 10 years are tied to only one allegation, and over half of those allege unpaid overtime, the most common allegation. In fact, between 2010 and 2019, 41% of all cases alleged failure to pay overtime. The second most common allegation, alleged missed meals and breaks, is associated with only 18% of cases.
- We classified cases by industry and found that most wage and hour settlements over the past decade were in the Food & Food Services Industry, followed by Retail and Financial Services/Insurance Industries. Over the past five years, the most common industries for settling defendants were Food & Food Services and Retail, followed by Transportation/Shipping and Telecommunications/Utilities.
- Historically, the three industries with the highest total settlement dollars were Retail, Financial Services/Insurance, and Food & Food Services. From 2010–2014, these three industries accounted for 51% of total settlement dollars. However, due to a handful of high settlements in the Transportation/Shipping Industry in 2015 and 2016, these historically dominant industries have only accounted for 37% of total settlement dollars over the 2015–2019 period.
- From 2010 through 2014, the highest average settlement dollars were associated with cases in the Retail and Technology Industries. In contrast, over the past five years, the average settlements for cases in those two industries have been relatively low, and average settlement dollars in the Transportation/Shipping, Health Care/Health Care Services, and Financial Services/Insurance Industries have all increased to levels higher than the Retail Industry.
- In 2017 and 2019, there were upticks in the total settlement dollars paid to resolve wage and hour cases in the Business Services Industry. The increased spending in this industry was the result of two large settlements—one for \$110 million in 2017 and one for \$130 million in 2019.
- The majority of settlement dollars have been associated with cases in California. In 2017, 71% of all settlement dollars were for California cases. Over the 2010–2019 period, California accounted for 52% of total spending for cases with a known state, followed by New York, with 15% of total spending.

Figure 12. **41% of Allegations Related to Overtime Violations**
January 2010–December 2019



Note: Some cases in our database have more than one type of allegation. This chart summarizes all allegations for each case such that the total number of allegations exceeds the number of cases.

Figure 13. **The Proportion of Allegations Represented by Minimum Wage Allegations Has Increased**
January 2010–December 2019

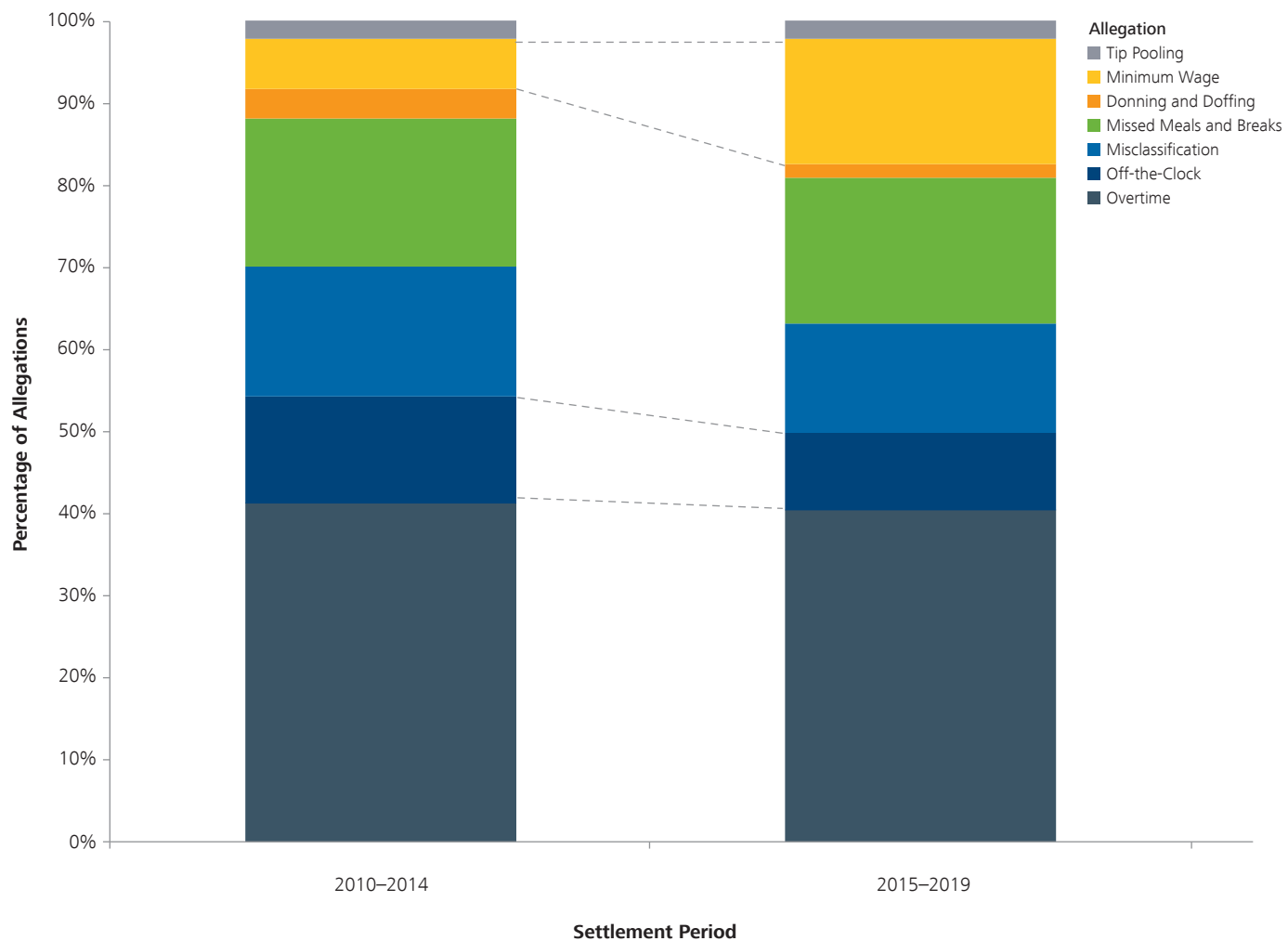


Figure 14. **The Proportion of Cases Involving Only One Type of Allegation Has Increased**
January 2010–December 2019

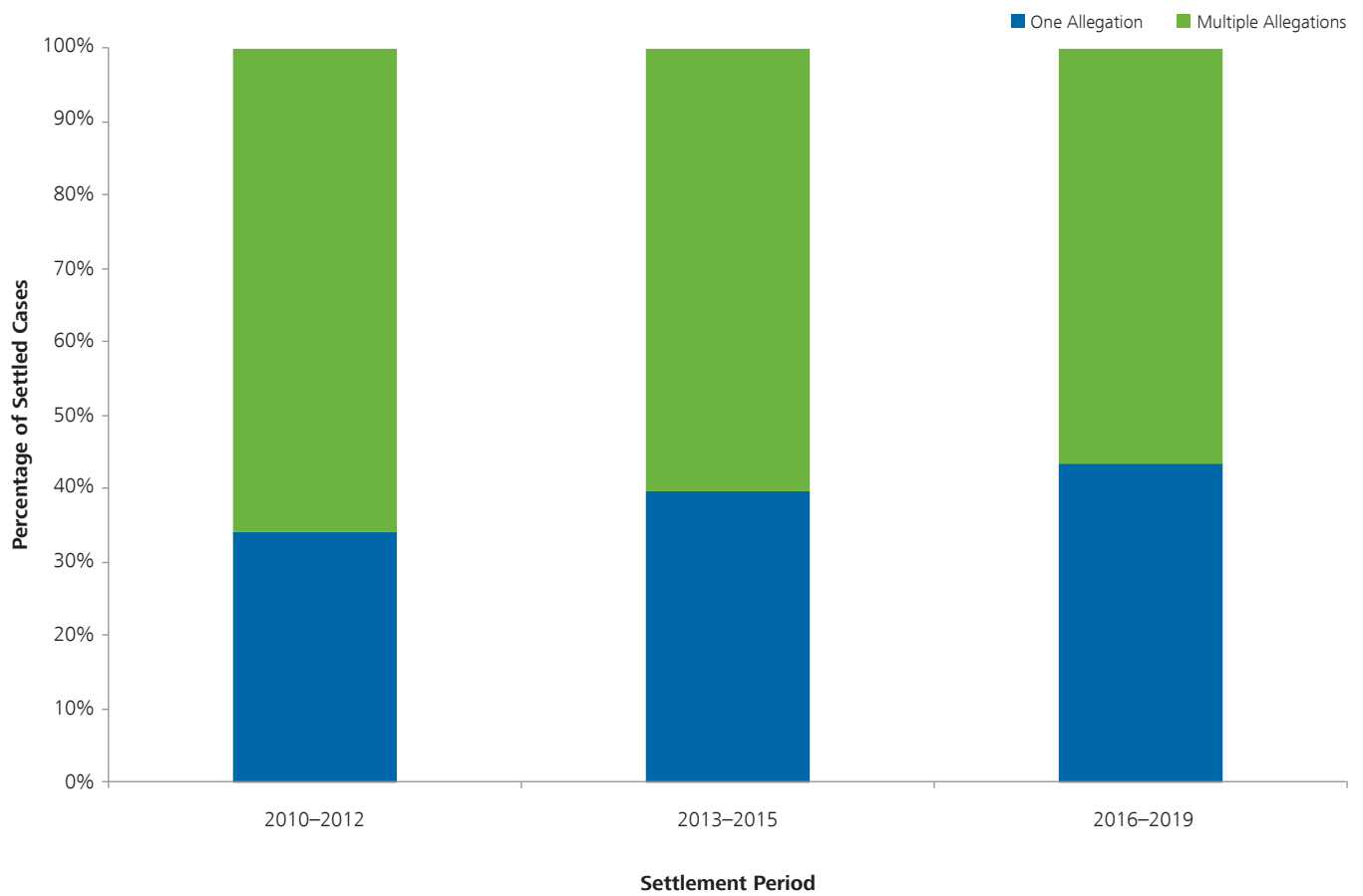


Figure 15. **The Food & Food Services, Retail, and Financial Services/Insurance Industries Had the Most Settled Cases**
January 2010–December 2019

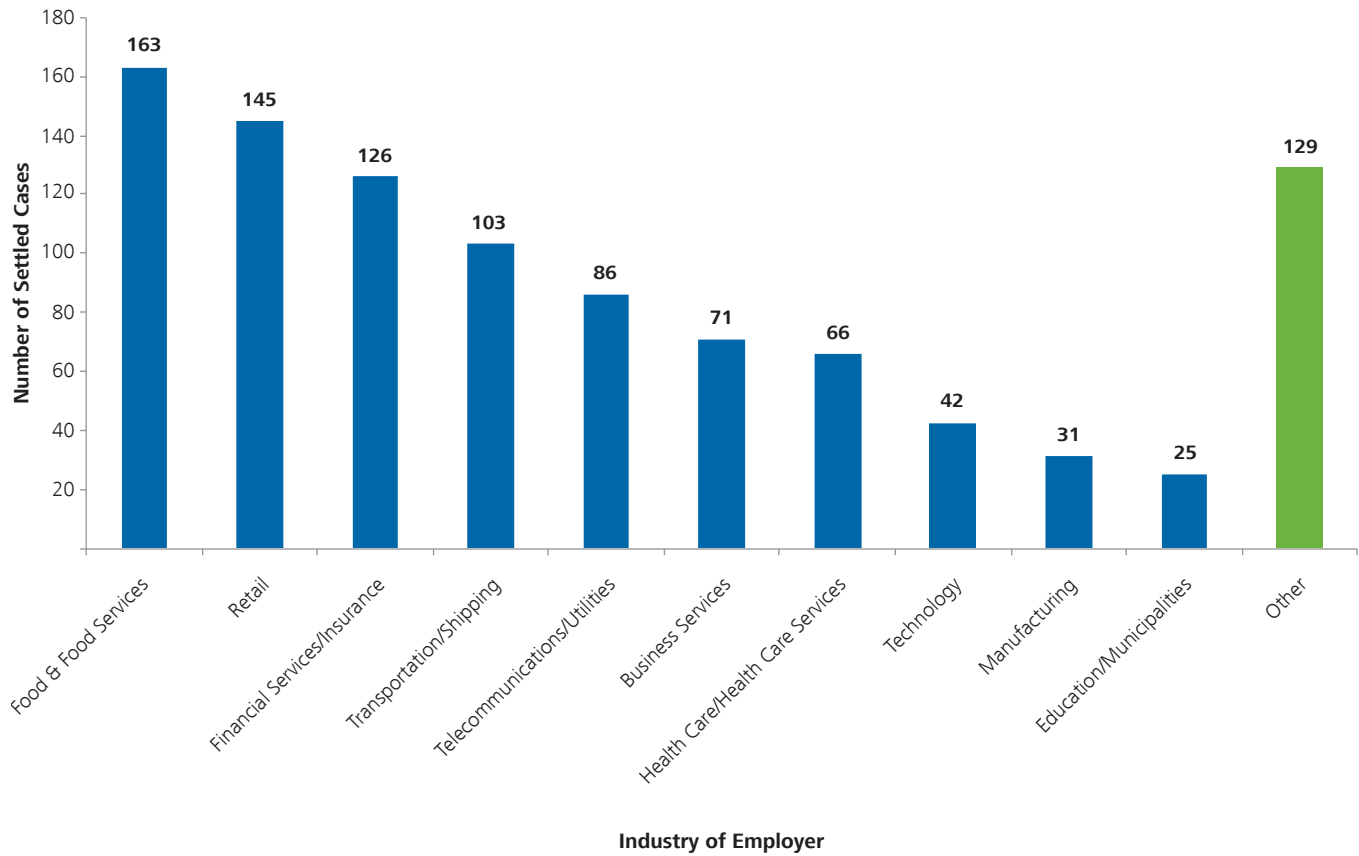


Figure 16. **The Percentage of Total Settlement Dollars Paid to Employees in the Top Three Industries by Number of Settlements Has Declined**
January 2010–December 2019

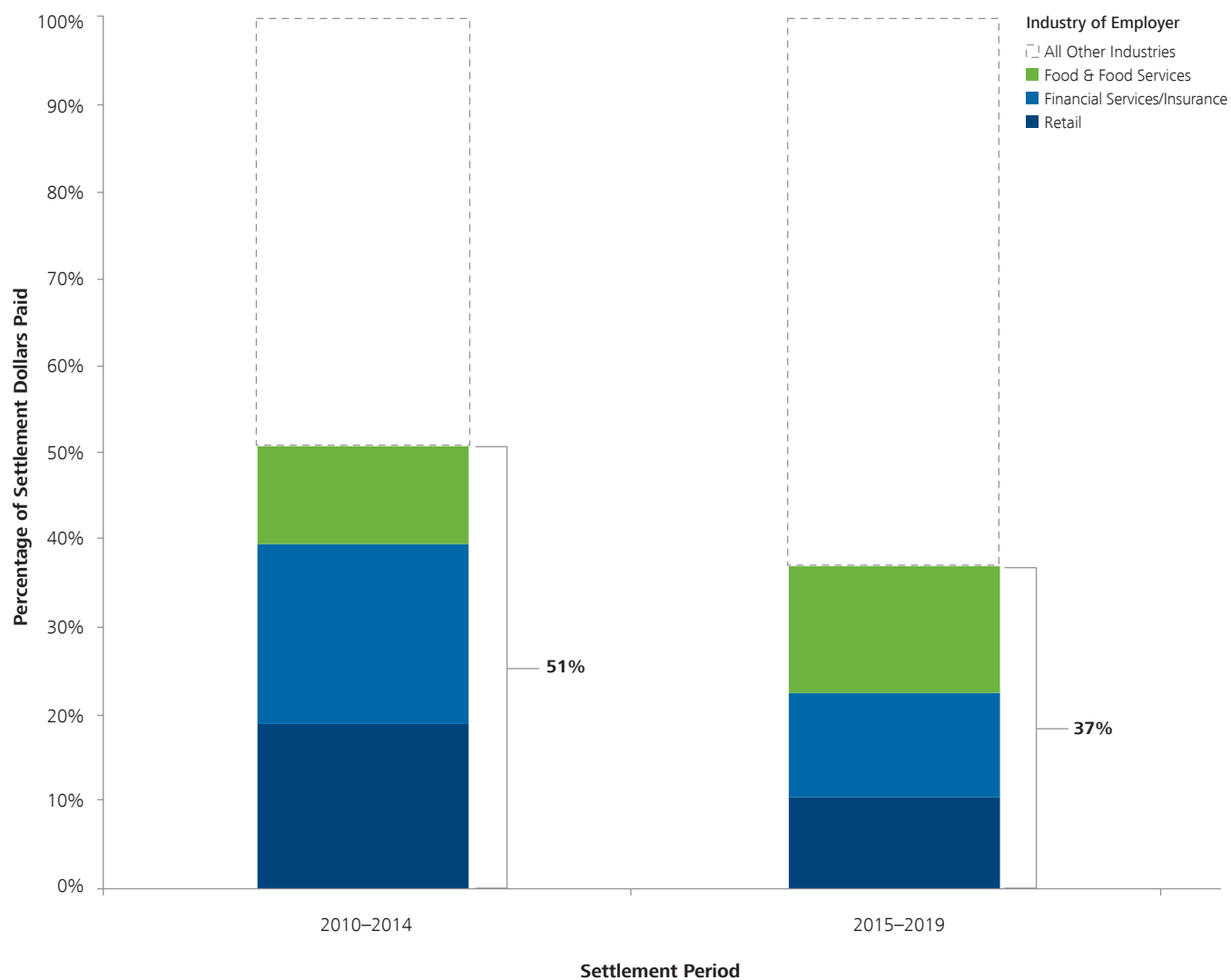


Figure 17. **37% of Total Settlement Dollars Were Paid to Employees in the Transportation/Shipping Industry in 2015 and 2016**
January 2010–December 2019

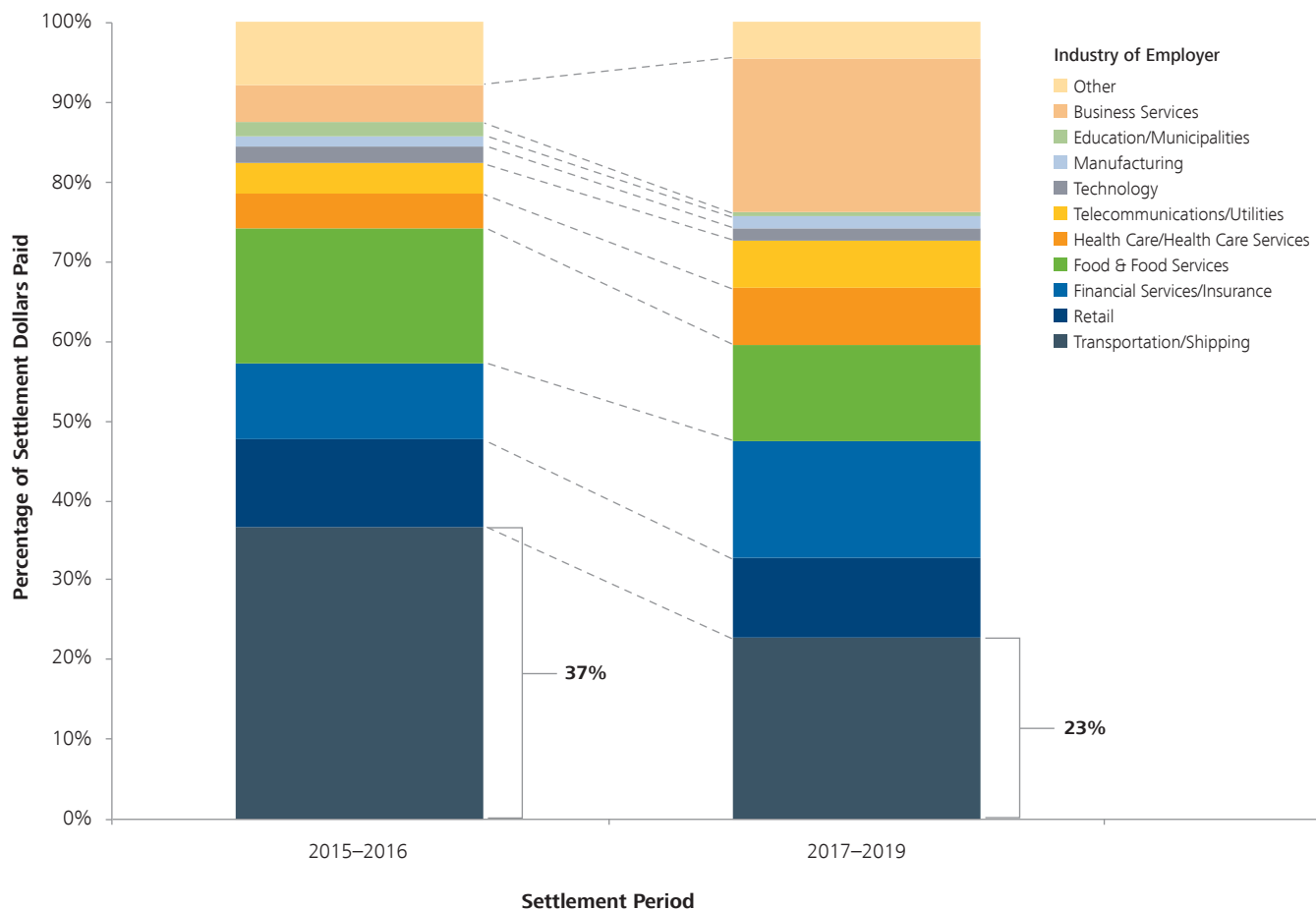


Figure 18. **Total Settlement Dollars Paid to Employees in the Business Services Industry Sharply Increased in 2017 and 2019, Driven by Two Large Settlements**
January 2010–December 2019

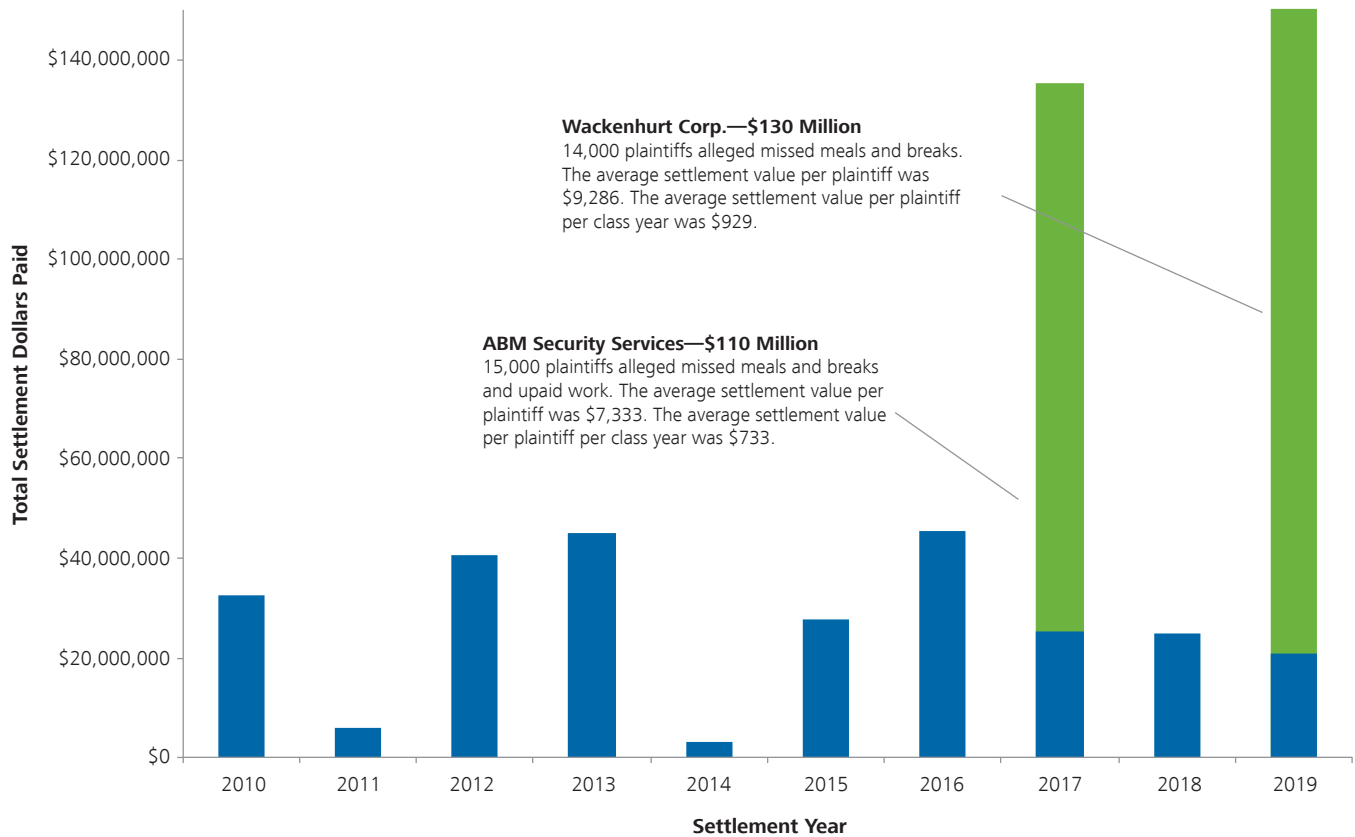


Figure 19. **The Manufacturing Industry Had the Highest Proportion of Settlements Greater than or Equal to \$2,500 per Plaintiff**
January 2010–December 2019

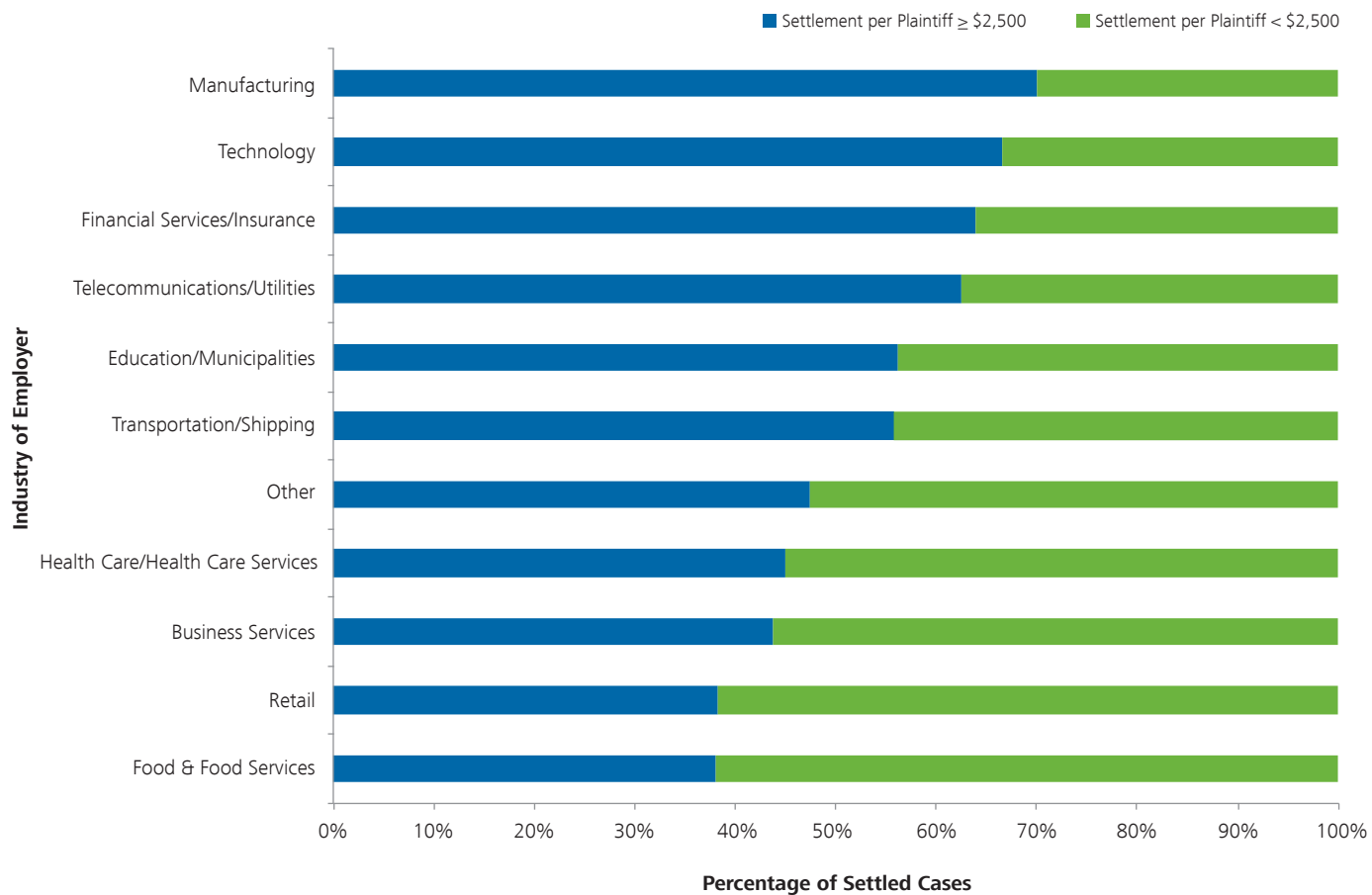
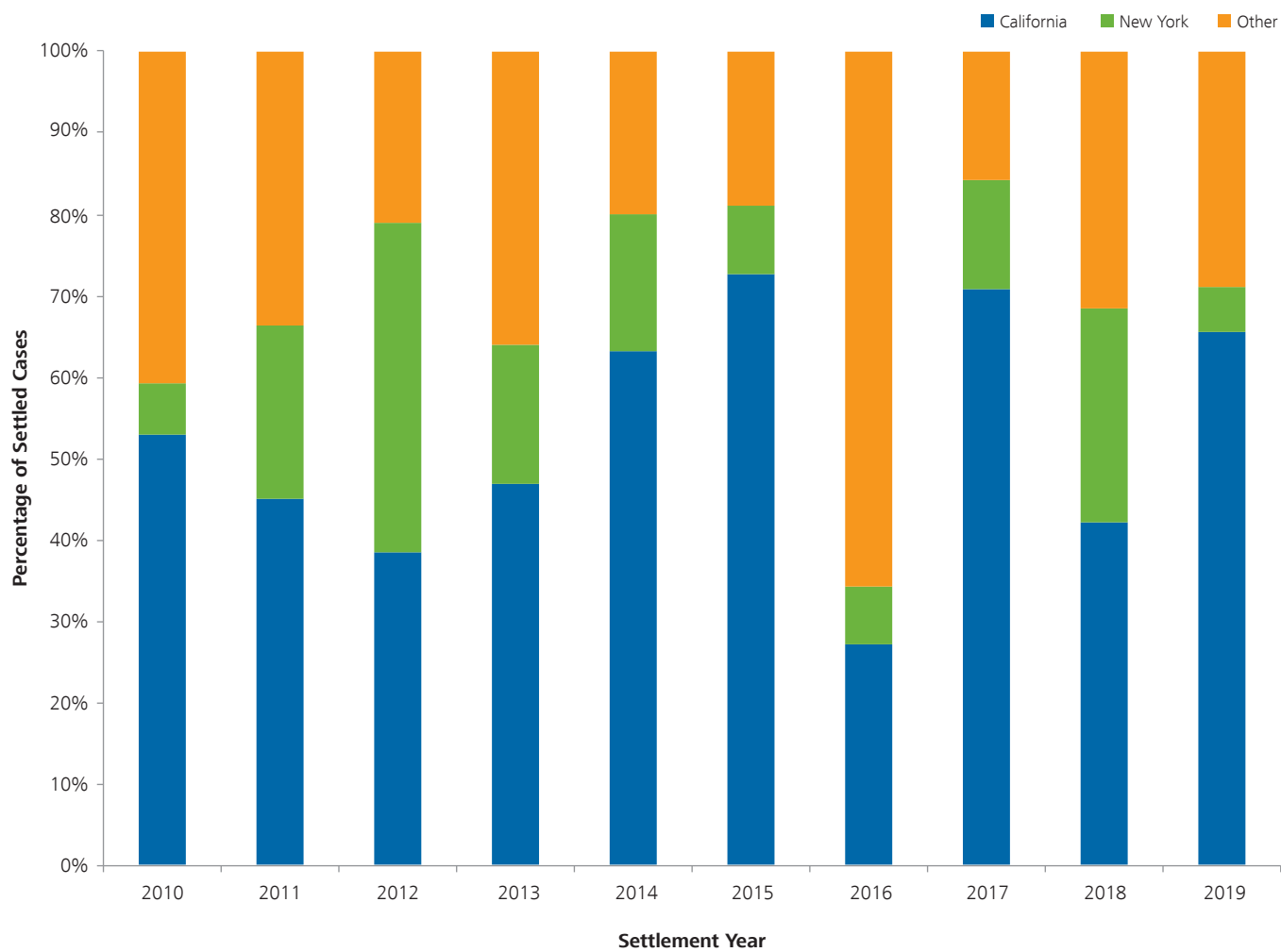


Figure 20. **The Majority of Settlement Dollars Have Been Paid in California**
January 2010–December 2019



Notable Settlements from 2015 Through 2019

- In 2015 and 2016, there were two FedEx settlements, both of which were substantially higher than the historical Transportation/Shipping Industry settlement average.
 - FedEx Ground Package Systems Inc.—\$240 million. The case included 12,000 delivery drivers in 20 states who alleged misclassification as independent contractors. The average settlement value per plaintiff was \$20,000.
 - FedEx Ground Package Systems Inc.—\$228 million. The case included 2,330 drivers in California who alleged misclassification over eight years. The average settlement per plaintiff was \$99,130. The average settlement per plaintiff per class year was \$12,391.
- Other large settlements over \$20 million included the following:
 - Wackenhut Corp.—\$130 million. The case included 14,000 workers who alleged missed meals and breaks over a 10-year class period. The average settlement value per plaintiff was \$9,285, or \$929 per plaintiff per class year.
 - ABM Security Services—\$110 million. The case included 15,000 workers who alleged missed meals and breaks and unpaid work over a 10-year class period. The average settlement value per plaintiff was \$7,333, or \$733 per plaintiff per class year.
 - Swift Transportation—\$100 million. This case included 20,000 workers who alleged minimum wage violations and misclassification. The average settlement value per plaintiff was \$5,000.
 - Virgin America Inc.—\$77 million. The plaintiffs alleged overtime and off-the-clock violations. The average settlement per class year was \$9 million.
 - Bloomberg L.P.—\$54 million. The case included 1,300 workers who alleged overtime violations and misclassification. The average settlement per plaintiff was \$41,923.

Endnotes

- ¹ Dr. Stephanie Plancich is an Associate Director and Janeen McIntosh is a Consultant at NERA Economic Consulting. We thank our NERA colleagues Frank Chiang, Kaitlin Dunne, Rayna Gadzheva, Haley Keyko, Yaxuan Wen, Eli Pullman, and Reena Zhan for their research assistance.
- ² All dollars are expressed in nominal terms, so trends reflect market inflation. Inflation adjusting the settlement values does not change the general conclusions and patterns discussed in this paper
- ³ Some cases in the database had certified classes while others did not. We use the term “class years” or “class periods” to refer to the duration of the damages period alleged in the case whether or not there is a certified class.
- ⁴ There are a handful of cases with “Other” allegations, such as unpaid vacation time, improper pay check deductions, and unpaid wages, that were not captured by these categories.

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Contacts

For further information and questions, please contact the authors:

Dr. Stephanie Plancich

Associate Director
+1 212 345 7719
stephanie.plancich@nera.com

Janeen McIntosh

Consultant
+1 212 345 1375
janeen.mcintosh@nera.com

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On October 24, 2025, I served the foregoing document(s) described as:
**DECLARATION OF WILLIAM M. TURNER IN SUPPORT OF MOTION FOR
 PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

OGLETREE DEAKINS David A. Garcia, Esq. Nicole A. Naleway, Esq. 695 Town Center Drive, Suite 1500 Costa Mesa, CA 92626 Telephone: (714) 800-7900 Facsimile: (714) 754-1298 David.garcia@ogletree.com Nicole.naleway@ogletreedeakins.com	<i>Attorneys for Defendants,</i> PATRIOT GROWTH INSURANCE SERVICES, LLC; CHURCHILL PREMIER INSURANCE SERVICES, INC. dba/fka CHURCHILL & ASSOCIATES INSURANCE SERVICES, INC; and NEIL CHURCHILL
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AMANDA RUIZ